

ROYAL EXCHANGE ASSURANCE.

INCORPORATED A.D. 1795.

FOR SEA, FIRE, LIFE AND ANNUITIES.

CHIEF OFFICE: ROYAL EXCHANGE, LONDON.

Funds, £4,000,000. Claims Paid, £27,000,000.

FIRE.

INSURANCES ARE GRANTED AGAINST LOSS OR DAMAGE BY FIRE ON PROPERTY of almost every description, at Moderate Rates.

LIFE.

DEATH DUTY POLICIES—Payment Direct to Revenue Authorities before grant of Probate.

BONUS YEAR, 1895—To secure Maximum Profits, Policies should be effected before 31st DECEMBER, 1895.

Apply for Full Prospectus to

E. B. HANDCOCK, Secretary.

MIDLAND RAILWAY HOTELS.

LONDON - MIDLAND GRAND - St. Pancras Station, N.W.

(Within Shilling cab fare of Gray's Inn, Inns of Court, Temple Bar, and Law Courts, &c. Buses to all parts very minute. Close to King's Cross Metropolitan Railway Station. The New Vacation Rooms are available for Public and Private Dinners, Arbitration Meetings, &c.)

LIVERPOOL	-	ADELPHI	-	Close to Central (Midland) Station.
BRADFORD	-	MIDLAND	-	Excellent Restaurant.
LEEDS	-	QUEEN'S	-	In Centre of Town.
DERBY	-	MIDLAND	-	For Peak of Derbyshire.
MORECAMBE	-	MIDLAND	-	Tennis Lawn to Seashore. Golf.

Tariffs on Application.

Telegraphic Address "Midland."

WILLIAM TOWLE, Manager Midland Railway Hotels.

IMPORTANT TO SOLICITORS

X In Drawing LEASES or MORTGAGES of LICENSED PROPERTY X

To see that the Insurance Covenants include a policy covering the risk of LOSS OR FORFEITURE OF THE LICENSE.

Suitable clauses, settled by Counsel, can be obtained on application to
THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED,
 24, MOORGATE STREET, LONDON, E.C.

SHIPPING PROPERTY.

IMPORTANT TO INVESTORS THEREIN.

C. W. KELLOCK & CO.

(C. W. KELLOCK, W. W. KELLOCK, NELSON CAMERON),

Established over Half a Century.

WATER STREET, LIVERPOOL.

VALUES of all classes of SHIPPING PROPERTY. Valuations made for Probate General Average, Admiralty, &c. Brokers for the Sale and Purchase of Shipping (Privately or by Public Auction).

PERIODICAL SALES BY AUCTION IN OWN SALE-ROOM.

LEGAL AND GENERAL LIFE ASSURANCE SOCIETY.

ESTABLISHED OVER HALF A CENTURY.

10, FLEET STREET, LONDON.

FREE,
SIMPLE,THE
PERFECTED
SYSTEM
OF
LIFE
ASSURANCE.AND
SECURE.

TOTAL ASSETS, £2,881,000. INCOME, £334,000.

The Yearly New Business exceeds ONE MILLION.

Assurances in force, TEN MILLIONS.

DIRECTORS.

Blake, Fredk. John, Esq.
 Brooks, William, Esq. (Basingstoke).
 Chadwick-Henley, C. R. H., Esq., Q.C.
 Davey, The Right Hon. Lord.
 Deane, The Right Hon. Sir James Parker, Q.C., D.C.L.
 Ellis, Edmund Henry, Esq.
 Fines, Geo. Edgar, Esq.
 Gird, The Right Hon. Sir Richard, Q.C.
 Johnson, Charles F., Esq.
 Harrison, Chas., Esq.
 Kewenich, The Hon. Mr. Justice.
 Leman, James Curtis, Esq.
 Lopes, The Right Hon. Lord Justice.

Masterman, H. Channey, Esq.
 Mathew, The Hon. Mr. Justice.
 Meek, A. Grant, Esq. (Devizes).
 Mellor, The Right Hon. John W. Q.C., M.P.
 Mills, Richard, Esq.
 Morrell, Frederic F., Esq. (Oxford).
 Pennington, Richard, Esq.
 Rowcliffe, Edward Lee, Esq.
 Selwell, William Henry, Esq.
 Williams, C. Reynolds, Esq.
 Williams, Romer, Esq.
 Williams, William, Esq.

VOL. XXXIX., No. 38.

The Solicitors' Journal and Reporter

LONDON, JULY 20, 1895.

Contents.

CURRENT TOPICS.....	647	NEW ORDERS, &c.....	657
COSTS OF SOLICITOR-MORTGAGES	650	LEGAL NEWS	658
THE MEMBERS OF CHARGES	651	COURT PAPERS.....	658
REVIEWS	652	WINDING UP NOTICES	653
CORRESPONDENCE	653	CREDITORS' NOTICES.....	656
MORTGAGES LEGAL COSTS ACT, 1895.	657	BANKRUPT NOTICES.....	659

Cases Reported this Week.

In the Solicitors' Journal.

Atkinson, Re. Atkinson v. Atkinson.....	655
Burrows, Re. Coghorn v. Burrows	656
Dundas v. Vavasour.....	656
Glazier v. Foyster	656
Goodenough, Re. Masland v. Williams	656
Lavy and Another (Appellants) v. London County Council (Respondents).....	655
Louis v. Smellie.....	654
Metropolitan Coal Consumers' Association (Lim.) (in Liquidation) v. J. & A. Springeour & Co.	654
Moss v. Great Eastern Railway Co.	654
Nottage, Re. Jones v. Palmer	655
Robb v. Green	653
Southwell (Surveyor of Taxes, Appellant) v. The Governors of the Royal Holloway College, Egham	656

In the Weekly Reporter.

Allott v. Smith.....	807
An Arbitration between the Kent County Council and the Sandgate Local Board, In re.....	601
Baerelman v. Bailey and Others	593
Brockleby v. Temperance Permanent Building Society	606
Carey, In re. Ex parte Jeffries v. Carey Cycle Co. (Limited)	606
Dickson v. Law and Davidson	598
Hodgkinson, In re. Hodgkinson v. Hodgkinson	594
Reg. v. Titterton. Ex parte Quelch	603
Vestry of St. Leonard's, Shoreditch v. London County Council	595

CURRENT TOPICS.

NEXT WEEK Mr. Justice KEKEWICH will resume the hearing of witness actions, and will continue the same until further notice.

THE CHANCERY Final Appeals are reduced to a comparatively small number, and in consequence Court of Appeal No. 2, is able to assist in disposing of the Queen's Bench Appeals, so that both divisions of the Court of Appeal have this week been hearing final appeals from the Queen's Bench Division.

THE FORTNIGHT of hearing witness actions by Mr. Justice STIRLING has not enabled him to dispose of many cases. This fortnight terminates on the 20th inst., and there is some prospect that a strongly-contested case, which has already occupied several days of the fortnight, will not be completed before that time, and must be adjourned over the Long Vacation.

IT WILL be seen from the report of the Council of the Incorporated Law Society that they have done a good stroke of business in the matter of the amalgamation of the *Calendar* and the *Law List*. The bargain appears to be creditable both to the council and Messrs. Stevens & Sons, and the net result is that there will in future be only one *Law List*, which will bear on its face a statement that it is published by the authority of the Incorporated Law Society.

THE REPORT of the Council of the Incorporated Law Society contains the expected announcement as to the increase of subscriptions. We have no doubt that the council deplore the necessity for this as much as we do; but it appears to be inevitable. The expenditure in opposing the continual projects for transferring the business of solicitors to Government departments is very heavy, and the income from articulated clerks has so much declined that the expenditure on this branch has greatly exceeded the receipts. Let us hope that members will bear in mind that the present is not a time at which subscriptions to the society should be withdrawn; the council will in all probability have to fight the battle of the profession strenuously in the first session of the new Parliament, and

the conflict cannot be carried on with the admirable completeness and efficiency which characterized it during the last session without heavy outlay. If Mr. B. G. LAKE is willing to abandon his home and offices for the time being, and to give practically his whole time to the conduct of the opposition to the Land Transfer Bill, the least the profession can do is to back him up with means for procuring assistance which cannot be had, like his own services, gratuitously. We hope that every member of the society will bear these considerations in mind and decide to pay the increased subscription, at all events for a year or two more. The question of the reduction of the certificate duty and the increase of the annual certificate fee payable to the society from 5s. to £1, is, we imagine, not unlikely to be entertained by the new Chancellor of the Exchequer, and it may be that in this way funds may be supplied enabling the subscriptions again to be reduced.

ONE SATISFACTORY feature of the new Parliament is likely to be an increase in the number of solicitor-members. In addition to Sir H. FOWLER and Sir A. K. ROLLIT, who retain their seats, there have been already returned at least six solicitors. Of these Sir J. T. WOODHOUSE, who has been returned for Huddersfield, is the senior member of the firm of J. T. & H. Woodhouse, solicitors, of Hull. He is an alderman of the borough of Hull, and a justice of the peace and deputy-lieutenant for the East Riding of Yorkshire. Mr. ROBERT ASCROFT, who represents Oldham, is a member of the firm of R. & J. Ascroft & Maw, of Oldham, and is president of the Oldham Law Association. Mr. LEWIS FRY, who regains the seat for North Bristol, was formerly the head of the firm of Fry, Abbot, Pope, & Brown, solicitors, of Bristol, now Abbot, Pope, Brown, & Abbot. He is, we believe, a brother of Sir EDWARD FRY. Mr. CHARLES HARRISON, who represents Plymouth, is a member of the firm of C. & S. Harrison & Co., of 19, Bedford-row, London. He is well-known in connection with the London County Council. Mr. AUGUSTUS HELDER, who has been returned for Whitehaven, is the head of the firm of Brookbank, Helder, & Co., solicitors, of Whitehaven. Mr. SYDNEY GEDGE (Walsall) is the head of the firm of Gedge, Kirby, & Millett, solicitors, of 1, Old Palace-yard, Westminster. In the other branch of the profession there may be mentioned as new lawyer-members, Mr. EDWARD BOND (East Nottingham); the Hon. W. F. B. MASSEY-MAINWARING (Central Finsbury); Mr. E. P. MONCKTON (North Northamptonshire); Mr. C. J. MONK (Gloucester); Mr. E. R. P. MOON (North St. Pancras); Mr. ROBERT PURVIS (Peterborough); Mr. H. C. RICHARDS (East Finsbury); Mr. W. S. ROBSON, Q.C. (South Shields); Mr. T. H. ROBERTSON (South Hackney); Mr. ROBERT WALLACE (Perth); Mr. J. L. WALTON, Q.C. (South Leeds); and last, but not least, Mr. J. F. OSWALD, Q.C. (Oldham), who was originally a solicitor, and whose return to Parliament has caused nearly as much interest at Lincoln's-inn as at Oldham.

LET US hope that among the new solicitor-members of Parliament there may be found some one who will be ready to take up the position, which has been vacant since the loss of Mr. GREGORY, of Parliamentary representative of the profession. There is urgent need of a member who will expound and urge in the House of Commons the views of solicitors with regard to proposed legislation, and to whom the Council of the Incorporated Law Society can look to take charge of their Bills. We have hopes that Sir J. T. WOODHOUSE may turn out to be the man of whom we have so long been in search. And as regards the lawyer-members in general, we trust there will be found among them men willing to bestow some attention in practical criticism of the measures which are laid before the new Parliament proposing to effect changes in the law. The legal members of the last Parliament, with few exceptions, were useless for this purpose. There were, we believe, not more than two or three who took any trouble even about the Finance Bill.

WE PRINT elsewhere a letter from a correspondent which discloses a rather singular course of procedure on the part of the

stamp authorities. There was a mortgage to secure £1,000; a transfer (in which the mortgagor concurred) reciting that £300 had been paid off, such transfer being, therefore, for £700, and a reconveyance which was only stamped on £700. Now under the Stamp Act, 1891, a transfer is to be stamped on "the amount transferred," while a reconveyance is to be stamped on "the amount of the money at any time secured"; hence to the ordinary reader it would appear that the reconveyance was insufficiently stamped, but the transfer was sufficiently stamped. The commissioners, however, held that the reconveyance was sufficiently stamped, but that the transfer should be stamped with duty as a reconveyance in respect of the £300 paid off. That is to say, we suppose, they considered that a deed by which the property was not reconveyed, but conveyed to another mortgagee to secure a less amount, was "a . . . discharge, surrender . . . or renunciation of any such security as aforesaid or of the benefit thereof, or of the money thereby secured." The Act does not say "or any part thereof," nor, we venture to think, does it mean to say that. The intention is that the duty on any sum which may have been paid off shall be paid on the reconveyance or release of the whole security. That, at all events, we believe, has been the impression and practice of the profession, and we are surprised to hear that the Council of the Incorporated Law Society did not see their way to support an appeal on the question. Our correspondent, however, took the matter into his own hands, and gave notice of appeal, whereupon the commissioners promptly drew in their horns, and intimated that if the appeal was withdrawn they would return the penalty in full. What is to be thought of a department which, after asserting in an official letter to the Council of the Incorporated Law Society that a transfer stamped, under the circumstances above stated, with transfer duty only is "erroneously stamped," withdraws its contention when the matter is threatened to be put to the test? The profession ought to be greatly obliged to Mr. SMITH for his spirited action.

WHEN DEBENTURES have been issued so as to constitute a floating charge upon the property of a company, it is of the utmost importance to know when the charge ceases to be floating, and fastens definitely upon the existing assets. In the absence of special provision, it appears that this occurs when the business of the company is put an end to by the appointment of a receiver or by a winding up. In *Re Colonial Trusts Corporation* (15 Ch. D. 465) a company by the form of debenture bound "themselves and their successors and their real and personal estate," but there were no further provisions defining the nature of the charge. JESSEL, M.R., said the only way of making the thing workable was to treat it as a floating charge, attaching on the property of the company at the moment the business was put an end to, either by the appointment of a receiver in an action instituted by the debenture-holders against the company, or at the commencement of a winding up, whether voluntary or compulsory. But it might be supposed that the debentures may make special provision for the crystallization of the security, and that upon the happening of any event specified the charge will take effect and forbid further dealing with the property. And this was the opinion of PEARSON, J., in *Re Horne and Hellard* (29 Ch. D. 736), where the provision was that the charge should be a floating security "until default in the payment of the principal or interest." PEARSON, J., held that he was not at liberty to strike out these words and substitute for them "until a receiver of the property of the company shall be appointed, or until there shall be a winding up of the company"; and hence purchasers of land of the company were entitled to evidence that there had been no default in payment of the principal or interest of the debentures. But the step which PEARSON, J., refused to take has now been taken by the Court of Appeal in *Government Stock Investment Co. (Limited) v. Manila Railway Co.* (ante, p. 621), where the condition was that the company should be able to deal with their property, notwithstanding the charge, until default in payment of interest for three months after it had become due, or until a compulsory or voluntary winding up. The provision for crystallization of the security upon three months' default in

payment of interest is, it has been held, ineffectual, and it is necessary for the debenture-holders actively to intervene and obtain the appointment of a receiver. Doubtless this is a more advantageous arrangement so far as concerns persons, other than the debenture-holders, having dealings with the company, and some such consideration seems to have been the motive for the decision; but it was not the arrangement which the debenture-holders had made, and of which all other persons could, if they wished, obtain the details. Legislation and judicial decision are each excellent in their sphere, but apparently in this case judicial decision has entered into the sphere of legislation.

It is singular that the point which arose in *Howard v. Fanshawe* (ante, p. 623) on the jurisdiction in equity to grant relief against forfeiture should never before have been decided. From an early period it was settled that equity would interfere to grant relief against forfeiture for non-payment of rent. In equity the purpose of the clause of re-entry is considered to be only to secure the payment of the rent. When the rent is paid the end is obtained, and therefore the landlord is not permitted to take advantage of the forfeiture (*Wadman v. Calcraft*, 10 Ves. p. 69; *Sanders v. Pope*, 12 Ves. p. 289). And the jurisdiction was sanctioned by 4 Geo. 2, c. 28, which, however, limited the time within which the lessee might proceed for relief to six months after recovery of the premises in ejectment by the lessor. The statute thus contemplated a recovery by the lessor by process of law, and in all the reported cases apparently the relief has been given after proceedings in ejectment have been instituted. But the lessor's more natural way, in theory of law, is to re-enter, and there seems to be no reason why the equitable relief should not be granted after such re-entry without process of law. Indeed all the reason is the other way. The action of ejectment presupposes a right of re-entry, and it is this right which, as just stated, equity considers to be simply a security for payment of rent. How can it make any difference to the application of the equitable jurisdiction whether the right of re-entry has been peaceably exercised by the lessor himself, or whether he has had recourse to the help of the courts? In either case it is the right of re-entry on which he relies, and it is this right which equity declines to recognize as absolute. This view was taken by STIRLING, J., in *Howard v. Fanshawe*, who held that the lessee—or rather a person claiming through him—was entitled to be relieved against the forfeiture. Of course, where the lessee is appealing, not to the equitable jurisdiction of the court, but to its statutory jurisdiction under section 14 of the Conveyancing Act, 1881, different considerations arise. He can then only apply for relief where the lessor "is proceeding by action or otherwise to enforce such a right of re-entry," and if the lessor's proceeding is at an end, and he has re-entered, the lessee's right to relief is at an end too (*Rogers v. Rice*, 1892, 2 Ch. 170). Where the lessor is proceeding by action, the lessee can apply for relief in this action. If the lessor can effect a re-entry, the lessee may not have a chance at the time of re-entry of availing himself of the statute, but it is to be remembered that the lessor must previously have served a notice of breach of covenant, and the lessee can usually guard himself against a re-entry, if he so wishes.

IN THE CASE of *Meux v. Great Eastern Railway Co.* (reported elsewhere) the Court of Appeal have avoided some of the difficulties incident to contracts between railway companies and the public by relying on the broad principle that, even in the absence of contract, a company is liable in tort for damage to goods lawfully on their premises, the damage being due to the active misfeasance of their servants. The goods in question belonged to Lady MEUX, the plaintiff, and consisted of the livery of one of her servants which the servant took with him in a portmanteau as his personal luggage upon a journey on the defendant company's line. Lady MEUX was not travelling at the time, though she provided the money for the servant's ticket. In consequence of the portmanteau being improperly handled by the company's servants it was thrown on to the line in front of a train and the contents damaged. The Court of

Appeal, agreeing on this point with MATHEW, J., held that the contract was solely with the servant, and that Lady MEUX could not intervene and sue upon it as principal. Hence, so far as the contract was concerned, she was without remedy. But, although the livery did not belong to the servant, yet there seems no reason to doubt that he properly took it with him as personal luggage, and, consequently, it was lawfully upon the company's premises. Under such circumstances it might be argued that the company are liable both for negligence and for misfeasance; that they were under a duty to carry the portmanteau safely to the end of the journey. In *Marshall v. York, Newcastle, and Berwick Railway Co.* (11 C. B., p. 662) JERVIS, C.J., held that, although there was no contract with a servant travelling with his master, whose ticket was taken and paid for by the master, yet the company were under a duty to carry the servant safely, a duty which extended to the safe carriage of his luggage, and hence the servant could sue in tort in respect of the loss of the luggage. And in *Foulkes v. Metropolitan District Railway Co.* (5 C. P. D., p. 170) THESIGER, L.J., observed that it was very difficult to draw any line between the commission of an act in itself wrongful and the omission of some act to which the company would admittedly be bound if the passenger were carried by them under a contract. But however this may be, the company are at least liable in respect of damage due to actual misfeasance, and the Court of Appeal, reversing the judgment of MATHEW, J., gave judgment for Lady MEUX.

THE COURT of Appeal have affirmed the judgment of HAWKINS, J., in *Robb v. Green* (ante, p. 352) on the relation of master and servant with respect to confidential information acquired by the servant in the course of his employment. Technically the relation of master and servant is one of contract, but practically it is a relation in which confidence is reposed by the master in the servant, and in which a duty is imposed on the servant of respecting that confidence. The practical aspect of the matter is reconciled with the technical form by saying that the contract of service contains an implied stipulation that the servant shall not abuse his master's confidence in matters appertaining to his service. BOWEN, L.J., treated the question of implied contract with his usual felicity in *Lamb v. Evans* (1893, 1 Ch. p. 229) when he was dealing with the relation of principal and agent:—"The common law, it is true, treats the matter from the point of view of an implied contract, and assumes that there is a promise to do that which is part of the bargain, or which can be fairly implied as part of the good faith which is necessary to make the bargain effectual. What is an implied contract or an implied promise in law? It is that promise which the law implies and authorizes us to infer in order to give the transaction that effect which the parties must have intended it to have, and without which it would be futile." In the case of master and servant it cannot be supposed that the parties would have entered into the contract except upon the understanding that no abuse was to be made of confidential information which the servant would acquire in the course of his service, and a stipulation to this effect must be implied. The implication has the effect of making it possible to reduce the entire relation to one of contract, and it enables damages to be given for the breach of the contract. At the same time the judgment of the Master of the Rolls recognizes the duty of observing confidence as an independent duty arising out of the relation existing between master and servant, a breach of which can be restrained by injunction.

It is familiar law now that a company has no power to issue shares at a discount, the principle being that the creditors of the company are entitled to assume that the whole of the subscribed capital of the company has been actually received in cash, save where shares are otherwise paid for in full under a duly signed contract. In *Re Faure Electric Accumulator Co.* (37 W. R. 116, 40 Ch. D., at p. 154), KAY, J., was of opinion that the principle applied so as to prohibit the payment of commission to brokers for placing shares. Such commission, in his view, was not really payment for work and labour. It was an inducement held out to brokers to assist in palming off on the public

Marshall
York, Newcastle
& Berwick
Rly Co.

Foulkes
Metrop. Dist.
Rly Co.

Robb
Green

Lamb
Evans

note

Re Faure Electric
Accumulator Co.

shares of companies which were unsound, or, at any rate, unpopular. It was, he said, a course of proceeding calculated to lead to a great amount of evil in the commercial world, and it ought to be discouraged. Apparently this opinion places too low an estimate on the services which a broker renders, and at any rate it has not been endorsed by the Court of Appeal in *Metropolitan Coal Consumers' Association v. Scrimgeour & Co.* There the plaintiff company had allowed a commission of 2½ per cent. to the defendants, a firm of stockbrokers, in respect of shares taken by their clients. Upon the company going into liquidation the liquidator sought to recover this amount. The Court of Appeal held, however, that it was a payment properly made, and that it stood on the same footing as a payment for advertisements. In financial matters, as elsewhere, the middleman has his uses and must be paid, however desirable it may be to dispense, where possible, with his services.

COSTS OF SOLICITOR-MORTGAGEES.

THE Mortgagees Legal Costs Act, 1895, which received the Royal Assent on the 6th inst., introduces a change of importance to solicitors by enabling them to charge the ordinary costs for work done by them as mortgagees. It thus renders obsolete the recent decisions which have denied them this right, and it avoids the necessity for settling the disputed question whether the right could be acquired by express agreement with the mortgagor.

The doctrine that a solicitor could not charge profit costs in respect of the preparation of a mortgage to himself was established by the decision of KAY, J., in 1889 in *Re Roberts* (38 W. R. 225, 43 Ch. D. 52). That judge put it upon the ground that a mortgagee's solicitor can only get his costs by charging them to the mortgagee, who in turn recovers them against the mortgagor, and that, if the solicitor is himself the mortgagee, there is no one whom he can charge, and so the first step in the process cannot be taken. The reasoning was ingenious but unsound, for it would deprive the solicitor of even his out of pocket expenses, a result which is inconsistent with KAY, J.'s own statement of the effect of the case in *Field v. Hopkins* (44 Ch. D., p. 530). The real question was whether the solicitor-mortgagee was entitled to charge the mortgagor with costs representing remuneration for personal services, and it arose again subsequently in *Re Wallis* (38 W. R. 482, 25 Q. B. D. 176) with respect to the costs of litigation relating to the mortgage.

It had, indeed, already been decided in *Slater v. Cottam* (5 W. R. 744) that a solicitor-mortgagee was only entitled to costs out of pocket of suits for defending the mortgaged property in which he acted personally, the principle being that, although he could employ and pay another solicitor to act for him, yet he could not himself charge for his own personal trouble. In *London Scottish Benefit Building Society v. Chorley* (32 W. R. 523, 13 Q. B. D. 872), however, it was held that in ordinary actions a solicitor who was a party and who acted for himself was entitled upon taxation to the same costs as if he had employed a solicitor, except in respect of items which the fact of his acting personally made unnecessary; and in *Re Donaldson* (27 Ch. D. 544), BACON, V.C., relied to a certain extent upon this decision as justifying him, notwithstanding *Slater v. Cottam*, in allowing a solicitor-mortgagee profit-costs of litigation. But *Re Wallis* had the effect of rehabilitating *Slater v. Cottam*, and at the same time it gave the sanction of the Court of Appeal to the decision of KAY, J., in *Re Roberts*. The rights of mortgagor and mortgagee *inter se*, said Lord Esher, M.R., depend upon the contract between them; and when there is no express contract, but only the ordinary contract which arises out of the relation of mortgagor and mortgagee, the mortgagee cannot charge the mortgagor with remuneration for his own personal services in relation to the mortgage. And in *Stone v. Lickorish* (39 W. R. 331; 1891, 2 Ch. 363), STIRLING, J., applied the principle so as to deprive a solicitor-mortgagee of his profit-costs of a redemption action.

Since the objection to a solicitor-mortgagee charging profit-costs is founded on the incompatibility of such charge with the

terms of the ordinary contract between mortgagee and mortgagor, it might be supposed that it would be easy to get over the difficulty by inserting in the mortgage an express stipulation providing for the charge, and it is quite possible that such a stipulation would be held by the Court of Appeal to be good. On the other hand, it is possible that it would be regarded as the securing of a collateral advantage for the mortgagee in addition to his principal, interest, and costs, and so as being within the rule of *Jennings v. Ward* (2 Vern. 520), that "a man shall not have interest for his money, and a collateral advantage besides for the loan of it, or clog the redemption with any by-agreement"; and to this effect were the judgments of KAY, J., in *Field v. Hopkins* (44 Ch. D., p. 530), and of KEKEWICH, J., in *Eyre v. Wynn-Mackenzie* (42 W. R. 220, 1894; 1 Ch. 218), though in *Mainland v. Upjohn* (41 Ch. D. 126) the former judge had held that the mortgagee, on an advance of £700, might validly contract to have a mortgage for £1,000, thereby gaining a bonus of £300.

The settlement of this question, however, has now been avoided, and the whole matter placed upon a satisfactory footing, by the recent Act, the text of which we print elsewhere. Section 2 deals with the costs incident to the creation of the mortgage. Where a mortgage is made to a solicitor, he is to be entitled to receive for all business transacted and acts done by him in negotiating the loan, deducing and investigating the title, and preparing and completing the mortgage, all such usual professional charges and remuneration as he would be entitled to receive if the mortgage had been made to a third person, and such third person had retained and employed the solicitor to transact the business and do the acts. The section supposes, therefore, an imaginary client who is to be taken to be in the position of mortgagee. The solicitor will make out his bill of costs exactly as he would to such a client, and the amount of the bill so made out he will be entitled to charge against the mortgagor. Where the solicitor is a member of a firm, the firm will be able to charge to the same extent for work done in connection with the mortgage; and the principle is to apply also where the mortgage is made to a solicitor jointly with any other person. This last provision gets rid of *Hibbert v. Lloyd* (41 W. R. 49; 1893, 1 Ch. 129), in which the Court of Appeal, affirming STIRLING, J., decided that the rule in *Cradock v. Piper* (1 Mac. & G. 664), that a solicitor-trustee, acting on behalf of himself and his co-trustees, is entitled to charge for litigious work, does not extend to the case of a solicitor-mortgagee acting on behalf of himself and his co-mortgagees; and the provision enabling the firm, of which the solicitor-mortgagee is a member, to charge the ordinary costs gets rid of *Re Doody* (41 W. R. 49; 1893, 1 Ch. 129), in which STIRLING, J., held that the firm could charge only the share of costs to which the non-mortgagee partner would be entitled as between himself and the mortgagee partner.

Section 3 deals with the costs subsequent to the creation of the mortgage, and it expressly includes the case of a mortgage which becomes vested, either by transfer or transmission, in a solicitor whether alone or jointly with any other person. As in the previous section the costs of the solicitor-mortgagee are to be made out as though he had acted for a client, and, in accordance with the ordinary practice, they are to be charged against the security. They will include the costs of proceedings for the protection or realization of the security, and also the costs of a redemption action, and the section applies to mortgages made and business done either before or after the commencement of the Act. Section 2, on the other hand, only applies to mortgages made after the commencement of the Act, and the costs under it are recoverable from the mortgagor, no provision being made for charging them against the security. In practice, of course, they will be deducted from the amount of the advance.

The general result is that a solicitor who takes a mortgage, or in whom a mortgage becomes vested, will be able to charge against the mortgagor or against the security, as the case may be, for work done by himself the same costs to which he can now subject the mortgagor or the security by employing another solicitor to do the work on his account. The Legislature in fact has recognized the unreasonableness of the rule depriving solicitors of profit-costs which had been established by judicial decision, and, without imposing any fresh burden on mortgagors,

it has enabled solicitors to retain control of the business in which individually they are interested.

THE MERGER OF CHARGES.

It has long been settled that in the event of a charge on land becoming vested in the person who is owner of the land, the question whether the charge shall be deemed to have merged in the ownership of the land is in equity, and consequently now for all purposes, one of intention. "The question is," said GRANT, M.R., in *Forbes v. Moffat* (18 Ves., p. 390), "upon the intention, actual or presumed, of the person in whom the interests are united." In some cases it may be difficult to say whether an actual intention to keep the charge alive has been expressed, but, if this difficulty of fact can be got over, the application of the rule is easy. The charge continues to exist, and the title to the charge remains quite distinct from the title to the land. In the absence, however, of any indication of actual intention it has to be considered on what grounds the intention shall be presumed to be in favour of merger or the reverse.

Ordinarily the test is to be found in the advantage of the person in whom the two interests are united. If it is to his advantage to keep the charge alive, an intention to do so is presumed. If, on the other hand, his advantage does not require such a course, the presumption is reversed, and the charge is merged. "Where no intention is expressed," said GRANT, M.R., in the case just cited, "or the party is incapable of expressing any, I apprehend the court considers what is most advantageous for him" (see *Grice v. Shaw*, 10 Hare, 76, *Tyrvhitt v. Tyrvhitt*, 32 Beav. 244). Hence, when the person who becomes entitled to the charge is owner in fee simple, the general rule is that the charge merges in the inheritance, "unless the owner of the estate does some act to keep the charge alive, or unless, from the circumstances of the case, it would be for his interest that the charge should continue to be a subsisting charge on the estate" (*Swinfen v. Swinfen*, 29 Beav., p. 203). In the absence of such special circumstances, it is of no advantage to the owner to keep the charge alive; on the contrary the merger has the advantage of simplifying the title to the land (*cf. Donisthorpe v. Porter*, 2 Eden, p. 163). And the result is the same where the landowner is tenant in tail, for he can at any time bar the entail and become absolute owner (*Drinkwater v. Combe*, 2 S. & S. p. 345). But where the charge is acquired by an owner who has not control of the fee, the presumption is against merger. Thus in the case of a tenant for life it is clearly for his advantage that the charge should be kept alive, and an intention to this effect is presumed (*Pitt v. Pitt*, 22 Beav. 294).

According to the above principles the intention should be presumed to be against merger whenever a first charge upon an estate subject to subsequent incumbrances is vested in the owner of the estate. It is for his interest that the first charge should be kept alive (*Forbes v. Moffat*, 18 Ves. p. 392). At the same time it would be clearly improper to carry the rule so far as to allow a mortgagor who pays off a first mortgage to set it up against a second mortgagee. "The general principle," said Lord GRANWORTH, C., in *Otter v. Lord Vaux* (6 De G. M. & G. p. 642), "that a mortgagor cannot set up against his own incumbrance any other incumbrance created by himself, is a proposition that, I think, has never been controverted." But the exception from the general principle has been carried further than this, and in the well-known decision of GRANT, M.R., in *Toulmin v. Steere* (3 Mer. 210) it was extended to the case of the acquisition of the equity of redemption by the first mortgagee. Such a purchaser, however, stands in a different position from the mortgagor paying off the first charge, for he is perfectly at liberty to keep up the first charge against subsequent incumbrances, and he can do so by expressing a suitable intention (*Adams v. Angell*, 5 Ch. D. 634). Hence, just as in other cases, it should be possible, in the absence of express intention, to presume an intention in favour of the first mortgagee in accordance with what is for his advantage.

Toulmin v. Steere, accordingly, although it has never been

overruled, has met with very adverse criticism. In *Watts v. Symes* (1 De G. M. & G., p. 244) KNIGHT BRUCE, L.J., while allowing it to be plain that a person who borrowed money could not be his own creditor or set up an incumbrance of his own against his creditor, doubted whether GRANT, M.R., was right in applying the same rule to a purchaser of the equity of redemption. So in *Stevens v. Mid-Hants Railway Co.* (21 W. R. 858, L. R. 8 Ch. 1064) JAMES, L.C., said, "Of course it is quite right that an intermediate incumbrancer should not be prejudiced by any dealings between his debtor and another incumbrancer; at the same time it is not for this court to find some recondite technical reason for giving a man a benefit at the expense of another man who was under no liability whatever to pay him," and he observed that the principle of *Toulmin v. Steere* was not to be extended, an observation which he repeated in *Adams v. Angell* (*supra*).

Both in *Watts v. Symes* (*supra*) and in *Adams v. Angell* there was, so it was held, evidence of an actual intention on the part of the purchaser of the equity of redemption that the first charge, which in the first case he paid off, and in the second case he originally held, should be kept alive, and hence it was not necessary to decide upon the correctness of the rule in *Toulmin v. Steere*. The same circumstance has prevented a consideration of the matter by the House of Lords in the recent case of *Thorne v. Cann* (1895: A. C. 11). There an equity of redemption was in August, 1885, vested in the trustee in bankruptcy of PILLER, the mortgagor, and at the same time a mortgage for £1,000 was vested in Miss ARNOLD. There was a subsequent charge for £600 in favour of THORNE. In February, 1886, the trustee sold the equity of redemption to SHARLE, to whom also in May, 1888, Miss ARNOLD assigned her mortgage. It was contended on behalf of THORNE's executrix that the effect was to extinguish the mortgage for £1,000, and let in the charge for £600; but there were circumstances connected with the assignment of the £1,000 mortgage to SHARLE, and with the raising by him of the money required to pay Miss ARNOLD off, which showed an intention that the mortgage debt should be kept alive, and hence there was no merger.

But for the fact of such intention appearing it would have been necessary to consider the correctness of *Toulmin v. Steere*, and it is to be regretted that the opportunity for doing so did not arise. Lord HERSCHELL, C., in referring to the case, contented himself with saying that the decision might be open to reconsideration in the House of Lords; Lord WATSON spoke of "the very doubtful authority of the rule laid down in *Toulmin v. Steere*;" and Lord MACNAGHTEN said:—"The authority of that case cannot nowadays be treated as going beyond the actual decision. Whether it would be regarded as a binding authority in a case on all fours with it, except in a court of first instance, is at least doubtful."

As a matter of principle it seems safe to say that the rule is wrong. As pointed out above, the mortgagor and the purchaser of the equity of redemption are not on the same footing as regards ability to set up the prior mortgage against subsequent incumbrancers. The original mortgagor may not do so, but the purchaser of the equity of redemption may, and whether in the particular case he has the right to do so, depends on his intention at the time of the purchase. But when once this is conceded, it seems to follow that the intention may be either express or presumed. There is no reason for depriving the purchaser of the benefit of the presumption which is allowed to prevent a merger in every other case—the presumption, namely, that he shall be taken to have intended that which is for his advantage—and hence the first charge ought to be deemed to be kept alive. In other words, the exception from the general doctrine that merger depends on intention, either express or presumed, ought to apply only to the case of the mortgagor, who is personally liable on the debts represented by the subsequent incumbrances.

Of course the effect of *Toulmin v. Steere* can be avoided by an insertion in the conveyance of the equity of redemption of an express provision that the mortgage debt shall be deemed to be subsisting, and in *Stevens v. Mid-Hants Railway Co.* (*supra*) JAMES, L.J., observed that this probably rendered the decision innocuous. But though the remark is true as regards cases in which the consequences of the decision are foreseen, and

Thorne
v
Cann

note
=

guarded against, it overlooks those in which they are not foreseen, and where the ordinary conveyancing precaution has not been adopted. In a case of the latter kind the rule in *Toulmin v. Steere* may be productive of injustice.

REVIEWS.

THE LAW OF CONTRACT.

A MANUAL OF THE LAW OF CONTRACT FOR THE USE OF STUDENTS. By M. MAJID ULLAH and J. G. COLCLOUGH, B.A., Barrister-at-Law. (Jordan & Sons).

This volume contains within a moderate compass a clearly written and clearly arranged statement of the law of contract, and it will be found useful by the class for whom it is intended. In some cases the law is not quite up to date. The reference to the Judgments Act, 1864 (p. 27), under which land is not affected by a judgment until actually delivered in execution, is hardly complete without mention also of the Lands Charges Registration and Searches Act, 1888, which requires registration of the writ of execution; and it is not safe to direct the student's attention to the Married Women's Property Act, 1882, without pointing out that it is modified in a material particular by the Married Women's Property Act, 1893. The judgment of the Court of Appeal in *Maxim-Nordenfelt Guns Co. v. Nordenfelt* is twice referred to (pp. 53, 111) without any intimation that the case has since been before the House of Lords (1894, A. C. 535), and that the doctrine as to covenants in general restraint of trade has been placed upon a new footing. And in the section on penalties and liquidated damages there should be a reference to *Wallis v. Smith* (21 Ch. D. 243). But in general the law seems to be correctly and satisfactorily stated, and prominence is usefully given to various matters, such as contracts by advertisement and interference with contracts, which have been the subject of discussion recently. At page 15 a judgment is attributed to Wills, J., instead of Willes, J., an error against which the date of the report (*Spencer v. Harding*, L. R. 5 C. P. 561) should have been sufficient warning. The book will bear revision, but in substance it is good.

PRACTICAL FORMS.

A HANDBOOK OF PRACTICAL FORMS, CONTAINING A VARIETY OF USEFUL AND SELECT PRECEDENTS REQUIRED IN SOLICITORS' OFFICES, RELATING TO CONVEYANCING AND GENERAL MATTERS. WITH NUMEROUS VARIATIONS AND SUGGESTIONS. By H. MOORE, Esq. THIRD EDITION. REVISED AND EDITED BY HERBERT PERCIVAL, LL.B., Barrister-at-Law. William Clowes & Sons (Limited).

This volume contains a great variety of forms suitable for the everyday requirements of a solicitor's office—forms, for instance, of acknowledgments, of affidavits, of statutory declarations, of notices, and the more ordinary forms used in conveyancing. The previous editions were published in 1886 and 1890 respectively, and the fact that another is now called for shows that the work has been found useful. Recent changes in law and practice have necessitated the introduction of a considerable quantity of fresh matter, and, as an appendix to the selected forms, the editor has added a complete list of the official forms used in bankruptcy, in winding up, in payment of death duties, &c. The notes contain full directions for the use of the forms and for their variation according to circumstances. The work is a very convenient one to have at hand, and the care which has been bestowed on the present edition will secure its continued success.

WRITS OF SUMMONS.

THE LAW AND PRACTICE RELATING TO WRITS OF SUMMONS, THEIR ISSUE AND SERVICE. By WALTER GORST CLAY, M.A., Barrister-at-Law. William Clowes & Sons (Limited).

The issue of the writ is only a small part in the proceedings in an action; but since it initiates the litigation it is essential to secure an accurate compliance with the necessary formalities, and there are many points which require careful attention. The manual which Mr. Clay has compiled very usefully meets the needs of practitioners in this respect, and a reference to the rules and the authorities as he has collected them will be found vastly more convenient than a search through the labyrinthine pages of the Annual Practice. In particular his chapters on special indorsements, on service out of the jurisdiction, and on actions in firm names contain an excellent statement of the practice upon matters in connection with which difficulty frequently arises. The book is likely to be very serviceable, and may be safely commended to the notice of the profession.

THE LAW OF PARTNERSHIP.

A DIGEST OF THE LAW OF PARTNERSHIP, INCORPORATING THE PARTNERSHIP ACT, 1890. By Sir FREDERICK POLLOCK, Bart., Barrister-at-Law, Corpus Professor of Jurisprudence in the University of Oxford. SIXTH EDITION. Stevens & Sons.

Sir Frederick Pollock fitly prefaces this edition of his Digest of the Law of Partnership with an account of the manner in which a large part of his original digest received legislative sanction by the Partnership Act, 1890, and he makes some interesting remarks on the general question of codification. "Codes," he observes, "are not meant to dispense lawyers from being learned, but for the ease of the lay people and the greater usefulness of the law." Where the law is merely codified without being amended, it is the object of the draftsman to enunciate the principles underlying the cases, and the short facts of the cases may still be usefully employed by way of illustration. To this plan of illustrative examples Sir Frederick Pollock adheres, and the notes to the Act have been revised so as to incorporate the effect of the most recent authorities. The rules of procedure governing actions by and against partnership firms, and the law as to the administration of the assets of firms and partners in bankruptcy, are not contained in the Partnership Act, and they form the subject of the second part of the book. The volume is invaluable as containing a clear and concise exposition of the principles of the law of partnership.

MERCHANT SHIPPING.

THE MERCHANT SHIPPING ACT, 1894; WITH THE RULES OF COURT MADE THEREUNDER. BEING A SUPPLEMENT TO KAY'S LAW RELATING TO SHIPMASTERS AND SEAMEN. TO WHICH ARE ADDED THE (PROPOSED) REGULATIONS FOR PREVENTING COLLISIONS AT SEA. WITH NOTES. By the HON. JOHN WILLIAM MANSFIELD, M.A., and GEORGE WILLIAM DUNCAN, B.A., Barristers-at-Law. Stevens & Haynes.

In noticing the recent edition of Kay's "Law Relating to Shipmasters and Seamen" we observed that it was unfortunate that the book should have been published before the passing of the Merchant Shipping Act, 1894. The inconvenience is now remedied by the issue of an edition of the Act as a supplement to the treatise, and the use of the two works together has been facilitated by the insertion, as marginal notes to the Act, of references to the appropriate sections in the treatise. Such further authorities have been cited as are necessary to bring the work up to date, and a special feature has been made of the index, which now serves for both volumes, the references to Kay and the references to the Act being distinguished by different type. The editors have wisely included in the index a full table of the former statutes, showing how they have been dealt with by the Act of 1894. This, combined with the references to Kay, will go far to make that treatise as serviceable as if it had incorporated the recent Act.

BOOKS RECEIVED.

Rogers on Elections. Vol. II. Parliamentary Elections and Petitions, with Appendices of Statutes, Rules, and Forms. Seventeenth Edition. By S. H. DAY, Barrister-at-Law. Stevens & Sons (Limited).

Medical Partnerships, Transfers, and Assistantships. By WILLIAM BARNARD, M.A., LL.B., Barrister-at-Law, and G. BERTRAM STOCKER, Managing Director of the Scholastic, Clerical, and Medical Association (Limited). Stevens & Sons (Limited).

The Criminal Law. A Sketch of its Principles and Practice. By HENRY W. DISNEY, B.A. (Oxon.), and HAROLD GUNDY, M.A. (Oxon.). Barristers-at-Law. Stevens & Sons (Limited).

The Corrupt and Illegal Practices Prevention Act, 1883 (46 & 47 Vict. c. 51), with an Introduction and Notes of all Judicial Decisions under the Act. By ERNEST A. JELF, B.A., Barrister-at-Law. Second Edition. Including the Corrupt and Illegal Practices Act, 1895, with Notes. Sweet & Maxwell (Limited).

The *Central Law Journal* says that a certain justice of the peace, having arrived, previous to a trial, at a conclusion upon a question of law highly satisfactory to himself, refused to entertain an argument by the opposing counsel. "If your honour please," the counsel replied, "I should like to cite a few authorities upon the point." Here he was sharply interrupted by the justice, who stated: "The court knows the law, and is thoroughly advised in the premises, and has given its opinion, and that settles it." "It was not," continued the counsel, "with an idea of convincing your honour that you are wrong, but I should like to show you what a fool Blackstone was."

CORRESPONDENCE.

STAMP ON TRANSFER OF MORTGAGE.

[To the Editor of the Solicitors' Journal.]

Sir,—Referring to the enclosed extract taken from the annual report of the Council of the Incorporated Law Society, which has just been issued and circulated amongst its members, I should like, with your permission, to explain the point, which, considering the prevalence of the practice as to the *ad valorem* stamp in respect whereof such deeds are chargeable, practitioners generally may, on a mere glance of the extract in question (and particularly as there happens to be a clerical error), fail to grasp.

There may of course have been other cases, but as I was acting in a matter in which the question arose, and which I brought to the notice both of the Liverpool Law Society and the Incorporated Law Society (U.K.), I believe I am right in conjecturing that it was my case which led up to the letter of the commissioners referred to in the extract.

The facts are simple, and are as follows:—

1. A mortgage by A. B. in favour of C. D. to secure £1,000.
2. A transfer of the mortgage from C. D. to E. F. (A. B. being a party) which recites that £300 had been paid by A. B. in reduction of the principal, the transfer being consequently for the balance—viz., £700.
3. A reconveyance from E. F. to A. B.

The reconveyance (the subject-matter of the adjudication) was apparently not sufficiently stamped, bearing, as it did, *ad valorem* duty only on the £700, the amount owing at that time, and not on the £1,000, the amount originally secured, which the Act requires.

The commissioners, however, on being supplied with an abstract of title in the ordinary course, held that the reconveyance was properly stamped, but that No. 2 (the transfer of mortgage) was insufficiently stamped on the ground that, not only was the deed chargeable with *ad valorem* duty on the amount transferred (£700), but was also chargeable with *ad valorem* duty as a reconveyance on the amount which, as recited in the deed, had been paid off by the mortgagor between the respective dates of the mortgage and transfer.

This, I considered, was so contrary to the prevailing practice, and to the views of the profession generally on the subject, that I at once brought the matter before the societies above-named with a view of the point of the liability to such further duty being litigated, but the Council of the Incorporated Law Society at that time did not see their way to support an appeal.

Notwithstanding this, as I could nowhere find authority for charging one deed under the two heads and scales of duty, and as the statute and cases clearly, in my opinion, refuted the basis of assessment, I treated the matter as a personal one, and after paying the amount of the extra duty and the penalty demanded by the authorities at Somerset House, I gave notice of appeal, and requested them to state a case.

And now for the sequel. After some delay, but before any further steps had been taken, the commissioners of their own accord suggested as the amount in dispute—i.e., the extra duty—was so small, and as the costs of an appeal would be considerable, that it did not seem worth while to proceed with the appeal, and they stated that if I would withdraw the proposed appeal they were prepared to return me the penalty in full.

I leave your readers to put their own construction on such an offer, which naturally resulted in the appeal being allowed to drop; but I hope that some day the point will be litigated, as I do not at all agree with the remarks of the commissioners "that such instruments are not numerous."

The class of deed will be found in nearly every solicitors' office throughout the length and breadth of the land; and until we have some judicial construction, the point will always be a source of uneasiness to practitioners.

I must apologize for having trespassed so much on your valuable space, but I feel that the subject is one in which your readers will take more than ordinary interest.

ARTHUR C. SMITH.

3, Commerce Chambers, Harrington-street, Liverpool, July 16.

The following is the extract from the report referred to:—

Stamps on Partial Releases on Mortgages.

A somewhat similar question arose as to the proper stamp to be paid on a partial release of a mortgage debt and a transfer of the balance of the mortgage debt to a new lender by a deed to which the original mortgagor was a party, and the original proviso for redemption was released and a new proviso for redemption on payment of the reduced debt substituted; and an application was made to the Commissioners of Inland Revenue to issue a similar circular. The commissioners replied on the 21st of June, 1895, "That, according to their experience, instruments of such a nature are not numerous, and

they do not think that the issue of a circular is necessary to explain the proper mode of stamping such instruments. The board, however, will consider favourably any application to impress further duty without penalty on an instrument precisely similar to those which have been adjudicated, which has been erroneously stamped with transfer duty only, if such application is received before January 1st, 1896."

PRESS COPIES OF LETTERS.

[To the Editor of the Solicitors' Journal.]

Sir,—Referring to your editorial notes, and to the letter of your correspondent in regard to the use of the type-writer for correspondence, I think the defects alluded to arise by reason of carelessness in the human agent, and are not fairly chargeable to the type-writer, the copying-book, or the damping-instrument. This letter and enclosures is a fair specimen of the work turned out in my office. The carbon-copy I use for draft bills of costs, and the press-copy is taken with Young's cloth-bath in a letter-book. If you like, please send them on to Mr. Turner, whom I only know through his delightfully written books.

A. BUTTERFIELD.

Grantham, July 16.

[The type-written letter of our correspondent is admirably clear, and well-spaced; so also is the press copy enclosed. The carbon copy is less distinct, but still quite legible.—ED., S.J.]

CASES OF THE WEEK.

Court of Appeal.

ROBB v. GREEN—No. 1, 10th July.

MASTER AND SERVANT—MANAGER—CONFIDENTIAL RELATION—USING INFORMATION ACQUIRED DURING SERVICE—CANVASSING CUSTOMERS—IMPLIED CONTRACT—INJUNCTION.

Appeal from the judgment of Hawkins, J., at the trial of the action without a jury, reported *ante*, p. 382; 1895, 2 Q. B. 1. The action was brought by the plaintiff, a dealer in game and eggs, against the defendant, who had been his manager, and had, after leaving his service, set up a similar business, and used for the purpose of soliciting orders a list of the plaintiff's customers, which he had obtained while in the plaintiff's service from his books, and without his knowledge. The facts as found by the judge were as follows:—The chief part of the plaintiff's business consisted in the procuring of game eggs and in the hatching, rearing, and sale of game birds. He also supplied birds for shooting and for stock purposes. His customers were numerous, living in all parts of the kingdom, their names and addresses being collected in an order-book. In 1890 the plaintiff required a manager, and in July he had an interview with the defendant, and explained to him the nature of the business, adding that of course he relied on the defendant not imparting to anyone any information he obtained, and, above all, to treat everything having to do with the firm in strict confidence. On the 31st of July plaintiff wrote to defendant a letter with regard to his remuneration, and defendant replied to it on the 2nd of August, the plaintiff finally engaging him on the 6th of August. The defendant entered plaintiff's service as manager in September. On the 22nd of November, 1893, the defendant gave the plaintiff notice to terminate the service at the end of the year, and it was accepted. In March, 1894, the plaintiff found that the defendant was carrying on a rival business, and was sending circulars to his (plaintiff's) customers, whose names were contained in the order-book to which the defendant had access whilst in his service, he having surreptitiously, without his master's authority, made a copy or list of such names. The plaintiff then commenced this action, claiming an injunction and damages. Hawkins, J., gave judgment for the plaintiff, granting an injunction and awarding him £150 damages. The defendant appealed.

THE COURT (Lord Esher, M.R., and KAY and A. L. SMITH, L.JJ.) dismissed the appeal.

Lord Esher, M.R., said that the action of the defendant in secretly taking a copy of the names of his master's customers, not for the benefit of his master, but for the sole purpose of using the list when he left his master's service so as to take away his master's customers, was a derogation of his duty to act in good faith to his master. It was a breach of the trust and confidence reposed in him. It was a wrong act and a breach of trust. Was it a breach of the contract of service? The contract was reduced into writing, but the law would imply a stipulation, which was not inconsistent with the written contract, on the part of the servant to act in good faith towards his master, as it must have been the intention of both parties that such a stipulation should be implied. Such a stipulation would be implied in every contract of service. That was the view of Bowen, L.J., in *Lamb v. Evans* (41 W. R. 405; 1893, 1 Ch. 218). The learned judge was, therefore, right in giving damages for the breach of contract, and as there was a breach of confidence and trust, the injunction was also rightly granted.

KAY and A. L. SMITH, L.JJ., concurred.—COUNSEL, J. W. McCarthy; E. M. Bray. SOLICITORS, Church, Rendell, Todd, & Co; Rogers & Whately.

[Reported by W. F. BARRY, Barrister-at-Law.]

NEUX v. GREAT EASTERN RAILWAY CO.—No. 1, 11th July.

RAILWAY COMPANY—PASSENGER'S LUGGAGE—NEGLIGENCE—TICKET TAKEN BY SERVANT—LUGGAGE BELONGING TO MASTER—RIGHT OF MASTER TO SUE.

Appeal from the judgment of Mathew, J., in favour of the defendants at the trial of the action without a jury. The action was to recover damages for injury to goods owing to the defendants' negligence. The following facts were admitted: The damaged goods, which consisted of a servant's livery, the property of the plaintiff, were in a portmanteau, which was handed into the custody of the defendants by the plaintiff's servant, to be carried from Waltham Cross to Liverpool-street Station as passengers' luggage. The portmanteau was overturned in front of a train by one of the defendants' servants, and the contents were damaged. The plaintiff's servant was a passenger, and was travelling as the servant of and at the request and expense of the plaintiff. Mathew, J., held that the plaintiff was not entitled to sue. The plaintiff appealed.

THE COURT (LORD ESHER, M.R., and KAY and A. L. SMITH, L.J.J.) allowed the appeal.

LORD ESHER, M.R., said that the negligence of the defendants was an active piece of negligence, and not a mere non-doing of something. He agreed that the luggage being accepted by the defendants as the personal luggage of the servant who took the ticket, the contract was made with the servant, and was not made on the plaintiff's behalf, and the plaintiff could not sue for any breach of that contract. If, therefore, the defendants had been guilty of a mere omission to deal with the luggage with due care, the plaintiff could not have sued, because the right of action must have arisen from the contract. There was no contract with the plaintiff to take reasonable care not to omit to do something. But that did not do away with any right the plaintiff might have independently of contract. There was a duty cast upon the defendants by reason of their possession of the goods. The defendants allowed the goods to be where they were. In *Hayn v. Culliford* (4 C. P. D. 182), Bramwell, L.J., said that "the goods were lawfully with the defendants' licence in their ship, and they tortiously so dealt with them that the goods were injured. It was found, as a fact, that the loading of the oxide was negligent. It was therefore wrongful, not as a breach of contract, but as a wrongful act in itself. . . . It may be asked, Where is the duty of care? I answer that duty that exists in all men not to injure the property of others. This is not a mere nonfeasance which is complained of, it is a misfeasance; an act and wrongful." That was the principle of law laid down, and it was also laid down in similar terms by the same learned judge in *Foulkes v. Metropolitan and District Railway Co.* (5 C. P. D. 157). Those authorities showed that the right of the plaintiff did not depend upon contract, but upon the duty imposed upon the railway company to do no act of misfeasance to injure the plaintiff's property. The plaintiff was therefore entitled to recover.

KAY, L.J., concurred.—As to the suggestion that the plaintiffs' goods were not lawfully on the defendants' premises, the test, so far as this case was concerned, seemed to be this: If the defendants had known that the livery was in the portmanteau, could they have refused to carry it as the personal luggage of the servant? The answer must be, no. It was not the case of one person taking the luggage of another person with whom he had no relation. Here the servant was given the livery to wear while he continued in the plaintiffs' service, and the livery was his personal luggage, and was therefore lawfully on the defendants' premises.

A. L. SMITH, L.J., concurred.—COUNSELL, J. A. Foote; Jeff, Q.C., and F. H. Collier; Upton & Britton; Edward Moore.

[Reported by W. F. BARRY, Barrister-at-Law.]

THE METROPOLITAN COAL CONSUMERS' ASSOCIATION (LIM.) (In Liquidation) v. J. & A. SCRIMGEOUR & CO.—No. 2, 16th July.

COMPANY—WINDING UP—MISAPPLICATION OF FUNDS—PLACING SHARES—BROKERAGE—ULTRA VIRES.

Appeal from a decision of the Divisional Court. The plaintiff company was incorporated on the 31st of January, 1889, with a capital of £250,000 divided into 50,000 ordinary shares of £1 each, and 20,000 preference shares of £10 each. At a meeting of the board of directors held in February, 1889, it was resolved that the secretary should be authorized to inform any brokers or agents who might be disposed to assist in placing the capital of the association, that the association would pay in consideration of such assistance a brokerage of 5s. per share on preference shares, and 6d. per share on ordinary shares. The defendants were a firm of stock-brokers who made application to the company in the names of certain client of theirs for preference and ordinary shares in the company. Shares were allotted to these clients accordingly. On the 11th of March, 1889, the secretary of the company forwarded to the defendants a cheque for £26 10s. in respect of brokerage on the above applications. By an order dated the 20th of January, 1890, the company was ordered to be wound up, and an official liquidator was appointed. On the 24th of May, 1894, the official liquidator brought an action in the Mayor's Court to recover the said sum of £26 10s., on the ground that the payment of that sum was without consideration and was ultra vires. The recorder, on the 18th of February, 1895, gave judgment for the defendants. From that decision the plaintiff company appealed, on the ground that there never was any contract between the company and the defendants, and that the payment of the money was consequently a breach of trust, and also on the ground that the payment was ultra vires, notwithstanding the express terms in that behalf contained in the memorandum and articles of association of the company, as being a payment in the nature of a discount upon the shares in respect of which such payment was made. The memorandum

of association declared that one of the objects of the company was "to pay out of the funds of the association all brokerages, commissions, legal, and other expenses for the issuing of the capital, and in respect of the formation of the company." Article 113 provided that the board might "pay all brokerages (if any) payable in respect of the placing of any of the shares in the association"; and article 120 declared that the board should have power, "out of the first funds of the association, to pay all costs . . . of placing the shares and debentures of the association, and on behalf of the association to make arrangements, or enter into any agreement or agreements they think expedient with any person or persons for the purpose of procuring the capital required by the association." The Divisional Court dismissed the appeal, and the official liquidator, by leave, appealed to the Court of Appeal. It was contended for the appellant that the transaction was equivalent to issuing shares at a discount which was not legal. They relied on *Lydney and Wigpool Iron Ore Co. v. Bird* (34 W. R. 437, 33 Ch. D. 85), and especially on the judgment of Kay, L.J., then Kay, J., in *Re Faure Electric Accumulator Co.* (37 W. R. 116, 40 Ch. D. 141).

THE COURT (LINDLEY, LOPES, and RIGBY, L.J.J.), without calling upon counsel for the respondents, dismissed the appeal.

LINDLEY, L.J., said that this was an attempt to push some sensible doctrines of the court to an absurdity, and the attempt must be resisted. The law was clear that a company cannot issue shares at a discount. The meaning of that was that they cannot issue shares in a manner inconsistent with the provisions of the statute. But how could this transaction be said to be issuing shares at a discount? The company authorized a fair and reasonable commission to be paid to the defendants for their services. What was wrong about that or contrary to the Act of Parliament? He could not see the slightest sign of any such thing. His lordship did not attach any importance to the memorandum and articles, for it was absurd to say that one of the "objects" of the company was to pay brokerages. But it was sought to make not merely the directors, but the recipients liable. If the money was improperly in the hands of the defendants it might perhaps be recovered, but that was not the case. There was nothing ultra vires in the payment. His learned brothers, in the course of argument, had put the case of payment for advertisements in newspapers, and Mr. Quin had gone the whole length of saying that such payment would be illegal. The court would never sanction such an argument. Mr. Eady had relied on *Lydney and Wigpool Iron Ore Co. v. Bird* and *Re Faure Electric Accumulator Co.* In the former case the whole thing was a juggle and an improper transaction, and was far removed from the present case. In *Re Faure Electric Accumulator Co.* no doubt Kay, L.J., had held brokerage payments illegal, but his lordship very much doubted whether the learned judge regarded the commissions as ordinary commissions paid in the ordinary course of business. If Kay, L.J., had really gone further and had indicated that a commission such as the present was illegal his lordship dissented from him, for in his opinion there was neither principle nor authority in favour of that view.

LOPES and RIGBY, L.J.J., concurred.—COUNSELL, *Shinfield Eady, Q.C.*, and R. J. Quin; Jeff, Q.C., and Toller. SOLICITORS, Lumley & Lumley; H. B. Wade.

[Reported by ARNOLD GLOVER, Barrister-at-Law.]

LOUIS v. SMELLIE—No. 2, 9th July.

MASTER AND SERVANT—UNFAIR USE OF INFORMATION OBTAINED DURING THE EMPLOYMENT—COPIES OF ENTRIES IN MASTER'S BOOKS—COPIES OF FORMS COMPILED BY MASTER—INJUNCTION.

This was an appeal by the plaintiff from a refusal of Kekewich, J., to grant an injunction. The plaintiff, Adolphus Herman Louis, has for some years carried on a large business as a process-server, under the name of "Flowerdew & Co." For the purpose of his business he kept in his offices a register and an index of his agents, of whom he employed over a thousand, and had compiled various forms for their guidance. The defendant, Robert Smellie, after having been in the plaintiff's employ for eight or nine years, started business on his own account as a process-server, under the name of Smellie & Co., in October last. The plaintiff alleged that the defendant had, while in his service, made extracts from his register and index of agents, and copies of his special forms, and was using those copies and the information contained in the extracts in his business of Smellie & Co. The plaintiff claimed damages and an injunction. Kekewich, J., held that the defendant had obtained particulars of several of the plaintiff's agents from the materials obtained by him in the course of his employment by the plaintiff, and that he had done so for the purpose of using those materials, as he had endeavoured to use them in his own rival business. His lordship gave the plaintiff judgment for £5 damages, with the costs of the action, but declined to grant an injunction. The plaintiff appealed.

THE COURT (LINDLEY, LOPES, and RIGBY, L.J.J.) allowed the appeal. LINDLEY, L.J., said that the case was by no means an easy one. There was no covenant by the defendant not to carry on business as a rival to the plaintiff, and the court must be careful in dealing with the case to bear in mind that the defendant was therefore entitled to set up in business in rivalry with the plaintiff. But in so doing he was not entitled to make an unfair use of any information which he had acquired while he was acting as clerk to the plaintiff. The difficulty lay in drawing the line. As to the law, it had been clearly expressed in *Lamb v. Evans* (1893; 1 Ch. 218). It was not new law; it was as old as the hills. The good faith that existed between employer and employed rendered it improper for the employed to make use of any information acquired by him during the period of the confidential relationship. The defendant was more or less at liberty to carry on his business in such a manner as he thought fit. But, assuming that he had in his possession the documents which the

plaintiff had suggested, he had no right to make use of them. The plaintiff alleged that the defendant had copied the plaintiff's register of agents. The defendant denied that. The plaintiff had to make out his case. It did not follow because the defendant had not shown himself to be a truthful witness that the plaintiff had made out his case. The evidence brought before the court, however, forced their lordships to draw the inference that what the plaintiff alleged was really correct. His lordship was satisfied that it was right to infer from the evidence that the defendant still had a good deal more in the shape of memoranda than he admitted, and that there was enough to justify the court in granting an injunction against him. He was making an improper use of the materials he had obtained, and might again do so if he was not restrained. His lordship, therefore, thought that the injunction ought to be granted. The terms of it would be these:—An injunction to restrain the defendant, his servants, and agents from making use of any copies or extracts from the plaintiff's register of agents, or index of agents, or any memoranda made or obtained by the defendant when in the plaintiff's employ relating to any person named in those books, or either of them. That, his lordship thought, was as far as the court could go. If the defendant could find out from the ordinary directories the information he required, he was, of course, at liberty to do so. His lordship did not regard this appeal as brought in respect of the plaintiff's forms; but, as the defendant had violated the plaintiff's right in those forms, the plaintiff was entitled to an injunction as to them according to the words of his notice of appeal. The injunction would be added to the order made by Kekewich, J., and the plaintiff would, of course, have the costs of the appeal.

LOPES, and RIGBY, L.J.J., gave judgment to the same effect.—COUNSEL, *Renshaw, Q.C.*, and *W. F. Hamilton*; *Warrington, Q.C.*; *J. G. Butcher* and *Austen Carimell*. SOLICITORS, *Haynes & Clement*, and *Emanuel, Round, & Nathan*.

[Reported by W. SHALLCROSS GODDARD, Barrister-at-Law.]

Re NOTTAGE, JONES v. PALMER—No. 2, 12th July.

CHARITY—GIFT TO YACHT CLUB TO PROVIDE A CUP—MORTMAIN AND CHARITABLE USES ACT, 1888 (51 & 52 VICT. c. 42), s. 13.

Appeal from a decision of Kekewich, J., reported *ante*, p. 603. The testator, by his will, in addition to other legacies, made a bequest in the following terms: "I bequeath to the Yacht Racing Association of Great Britain, out of such part of my estate as may be legally bequeathed for such a purpose, the sum of £2,000, the same to be invested in the names of three trustees to be approved of by the council of the said association . . . and I direct that the trustees to be so appointed as aforesaid shall, out of the income of the trust fund, purchase annually a cup, to be called the 'Nottage Cup,' which is to be given to the most successful yacht of the season of over nineteen rating; . . . the council of the said association shall decide annually which yacht has, in their opinion, the best claim to the cup, and in the event of there being any difference of opinion . . . the said council may, if they think fit, order the said cup to be specially raced for. My object in giving this cup is to encourage the sport of yacht racing; and I declare that in the event of the Yacht Racing Association being dissolved or ceasing to exist, the trustees of the said fund shall pay and make over the same to three trustees to be appointed by the council or committee of the Royal Thames Yacht Club, by whom the said fund shall be held upon similar trusts to those hereinbefore declared with regard to the purchase of a cup to be called the 'Nottage Cup.'" Kekewich, J., held that the gift was not charitable and was consequently invalid. The Yacht Racing Association appealed, and contended that the gift was for a definite public object and was therefore charitable.

THE COURT (LINDLEY, LOPEs, and RIGBY, L.J.J.) dismissed the appeal. LINDLEY, L.J., said that this was a new experiment—a gift for the institution of a prize for a mere sport, that of yacht racing. Though healthy sport was good for the community, if a gift such as the present were to be held charitable in the lawyer's sense something would have been heard of it before now, but no case could be found in which such a gift had been held charitable.

LOPEs and RIGBY, L.J.J., concurred.—COUNSEL, *Warrington, Q.C.*, and *E. Parker*; *Pattullo*; *Fawcus*. SOLICITORS, *Lake & Lake*; *Neish, Howell, & Macfarlane*.

[Reported by ARNOLD GLOVER, Barrister-at-Law.]

LAVY AND ANOTHER (Appellants) v. LONDON COUNTY COUNCIL (Respondents).—No. 2, 16th July.

METROPOLIS—GENERAL LINE OF BUILDINGS—"BUILDING, STRUCTURE, OR ERECTION"—WALL AND ADVERTISEMENT HOARDING—METROPOLIS LOCAL MANAGEMENT ACT, 1862 (25 & 26 VICT. c. 102), s. 75.

Appeal from a decision of the Divisional Court, reported *ante*, p. 472. The appellants were charged with having at 391, City-road, Islington, unlawfully erected a certain structure beyond the general line of buildings in the City-road without the consent in writing of the London County Council, contrary to section 75 of the Metropolis Local Management Act, 1862, which provides that "no building, structure, or erection shall, without the consent in writing of the Metropolitan Board of Works (now the London County Council), be erected beyond the general line of buildings in any street, place, or row of houses in which the same is situate such general line to be decided by the superintending architect." Section 26 of the London County Council (General Powers) Act, 1889, provides that "any person deeming himself aggrieved by the certificate of the superintending architect may, within fourteen days after notice of such certificate has been given or served, appeal" to the tribunal mentioned in the section. The appellants were the owners of the house, No. 391, City-

road, which was situate 38 feet from the footway. In front of the house was a forecourt which for many years had been bounded by a brick wall 3 or 3 feet high, 9 inches thick, and with an iron railing on it 5 feet 6 inches in height. In 1892, and subsequently, the appellants had applied for leave to build on the forecourt, which had been refused. Prior to 1894 the appellants erected on the dwarf wall a hoarding for advertisements, which was placed against the iron railings so as to get their support, and obtained additional support from struts. On the 5th of May, 1894, the hoarding was removed in consequence of notice from the London County Council, and was replaced by a wall which formed the subject-matter of the present case. This new wall was 11 feet high and 14 inches thick, and was put back 4½ inches from the line of the old wall, so as to form a ledge to support the advertisement hoarding. The summons was taken out on the 11th of July. On the 13th of July the architect gave his decision that the building line was the line of the house. The appellants gave notice of appeal. On the 24th of July the appellants appeared to the summons, and the respondents asked for an adjournment, which was granted on the terms that the rights of all parties should be preserved as they were on the 24th of July. On the 19th of November the architect's decision as to the building line was confirmed on appeal. The summons was then heard by the magistrate. He found that the wall was erected as an advertisement station, but that it was also intended to serve as a boundary wall to the forecourt; and that it was a structure in front of the general line of buildings to the erection of which the respondents had not consented. The magistrate ordered the demolition of the wall, but stated this case for the opinion of the court. The Divisional Court (Day and Wright, JJ.) dismissed the appeal. The owners of the house appealed, and contended that the magistrate had no jurisdiction to deal with the summons, an appeal as to the building line being pending on the 24th of July, and that the wall and hoarding was not a "building, structure, or erection" within section 75 of the Metropolis Local Management Act, 1862.

THE COURT (LINDLEY, LOPEs, and RIGBY, L.J.J.) dismissed the appeal. LINDLEY, L.J., said the case was of some little importance as to the power of the London County Council to order buildings to be pulled down. It was contended that the magistrate had no jurisdiction to deal with the summons because the general line had not been decided. It was said that such decision was a condition precedent to the respondents' case, and the judgment of Lord Selborne in *Spackman v. Plumstead District Board of Works* (33 W. R. 661, 10 App. Cas. 229) was relied on in support of that proposition. That judgment had been carefully considered by his lordship and Kay, L.J., in *London County Council v. Cross* (66 L. T. N. S. 731, 40 W. R. Dig. 148), where it was decided that the judgment of Lord Selborne did not go so far as was contended by the appellants. The case of *London County Council v. Cross* was a clear authority on the appellants' first point as to the general line. Then it was said that the wall was not a "building, structure, or erection" within the meaning of section 75 of the Metropolis Local Management Act, 1862, and the case of *Wendon v. London County Council* (42 W. R. 370; 1894, 1 Q. B. 812) was relied upon. But the magistrate had found as a fact that the wall was within the section, and his lordship refused to hold as a matter of law that it could not be within it. Reliance was also placed on *Lord Auckland v. Westminster Local Board of Works* (20 W. R. 845, 7 Ch. App. 597), and Mr. Glen said that if the appellants had only raised the old boundary wall they would not have contravened the statute. But they had to ask themselves whether the wall was a "building, structure, or erection." His lordship thought it was, and that it was not a boundary wall at all. The appeal failed, and must be dismissed, with costs.—COUNSEL, *McCall, Q.C.*, and *R. C. Glen*; *Channell, Q.C.*, *Forman*, and *Dalby*. SOLICITORS, *Morgan & Upjohn*; *Blaxland*.

[Reported by ARNOLD GLOVER, Barrister-at-Law.]

High Court—Chancery Division.

Re ATKINSON, ATKINSON v. ATKINSON—Chitty, J., 10th July.

INSURANCE, LIFE—FRIENDLY SOCIETY—POLICY—OMISSION OF NAME OF PERSON INTERESTED—14 GEO. 3, c. 48, s. 2—13 & 14 VICT. c. 115, s. 2 (1).

On the 5th of August, 1851, John Atkinson effected a policy on his life in the National Provident Institution for the sum of £100. By this the company agreed to pay according to the rules and regulations thereof within three months after notice of death of John Atkinson "to the widow of the assurer, and if there shall be no such widow, then to the child or children of the assurer living at his death; if more than one in equal shares, and if there shall be no such child, then to the executors, administrators, or assigns of the assurer." The deceased died on the 24th of November, 1894, having been twice married: first on the 28th of December, 1845, to M. A. D., who died in 1866, and secondly to E. M. F. about the year 1871, who survived the deceased. There was surviving issue of the first marriage three children, but there was no issue of the second marriage. The usual evidence of death was lodged at the office for payment of the money, and the same was claimed on behalf of the executors. The office, however, refused to pay it to anyone except the widow. The National Provident Institution was established under the Friendly Societies Act of 1850 (13 & 14 Vict. c. 115), by section 2 of which it was enacted that any number of persons might establish a society or branch of the same under the provisions of the Act, for the purpose of raising by voluntary subscriptions of the members thereof, with or without the aid of donations, a fund for any of the following objects, that was to say: (1) For insuring a sum or money to be paid, on the death of a member, to the widower or widow of a member, as the case might be, or to the child, or to the execu-

tors, administrators, or assigns of such member, or for defraying the expense of the burial of a member, or of the husband, wife, child, or kindred of a member. This was a summons to determine to whom the policy-moneys ought to be paid. It was contended that the policy was void so far as related to the widow and children of the assured because they were not named by name in the policy, as required by the Life Insurance Act of 1774 (14 Geo. 3, c. 48), s. 2.

CHITTY, J., said that the Act of 1850 recited that many societies had been established for certain purposes therein mentioned, and for other purposes of a provident and benevolent nature, and the Act must be construed as an enactment, the object of which was to encourage providence and benevolence. It was clearly provident and benevolent for a man to provide for his widow and children. Section 2, sub-section 1 of the Act was said to be a mere statutory provision enabling persons to combine for these purposes in a friendly society, but not to enable the society to carry out effectually the object of the enactment owing to the operation of section 2 of 14 Geo. 3, c. 48. But the enactment of section 2 of 13 & 14 Vict. c. 115, was so precise that it must, in his lordship's opinion, be read and stand independently of the 14 Geo. 3, c. 48. It enacted what was lawful. It was an enabling and beneficial Act, and, whatever might be the construction of the 14 Geo. 3, c. 48, the Act of 1850 was unaffected by that Act. Section 11 of the Married Women's Property Act, 1882 (45 & 46 Vict. c. 75), to which effect had been given by the courts, was *in pari materid*. The result was that this was a good policy for payment of the sum insured, according to the language of the policy, and the widow was accordingly entitled to be paid the sum. That term was not confined to the person who was the wife of the insured at the time the policy was taken out any more than "children" was so limited in meaning.—COUNSEL, *W. A. Beves; A. Bethune Baker*. SOLICITORS, *G. Kirk; Dis & Warlow*.

[Reported by J. F. WALBY, Barrister-at-Law.]

Re BURROWS, CLEGHORN v. BURROWS—Chitty, J., 17th July.

WILL—CONSTRUCTION—ISSUE LIVING—CHILD IN VENTRE SA MERE.

Summons. John Valentine Burrows, by his will dated in October, 1893, after the death of his wife, Jane Burrows, devised and bequeathed one-half part of his real and personal estate to his daughter, Kate Cleghorn, for her absolute use and benefit in case she had issue living at the death of his wife; but in case she had no issue then living, then he directed his trustees to pay the income only of the said half share to his said daughter during her life, and from and after her decease to pay the said income to her husband during his life, and from and after his decease equally be the children of the testator's son. The testator died on the 26th of November, 1894, and his will was proved on the 7th of January, 1895. The testator's widow, Jane Burrows, died on the 9th of March, 1895. On the 10th of March, 1895, a child was born to the testator's daughter, Kate Cleghorn, who now claimed to be absolutely entitled to the above-named moiety of the testator's real and personal estate. The cases of *Clarke v. Blake* (2 B. C. C. 390, 2 Ves. j. 674, and 2 H. Black 399), *Blaason v. Blaason* (2 De G. J. & S. 665), and the opinion of the judges and judgment of Eldon, C., in *Thellusson v. Woodford* (11 Ves. 112, pp. 140, 149) were cited.

CHITTY, J., said that the will was a curious one. The gift was to the daughter in case she had issue living at her mother's death, and the child in ventre sa mere was plainly living at that time. It was said that the term "issue" imported that the child must be actually born, but there was no sufficient authority for the contention that there must be birth, and the word used by the testator was "living." Then it was said that the child must be actually born except in the cases where the benefit was directly to the child, but his lordship thought that the question was covered by the authority of Lord Eldon in *Thellusson v. Woodford* (11 Ves. at pp. 149, 150), when the exact case was put by the Lord Chancellor hypothetically, and he concluded that property would not be divested as on a failure of issue where there was a child *en ventre sa mere*, merely because the child was not born. In *Doe v. Clarke* (2 H. Black 399), Eyre, C.J., held that, independent of intention, an infant in ventre sa mere, by the course and order of nature, was then living. *Blaason v. Blaason* was clearly distinguishable. That case turned on the words "born and living," which seemed to show that the testator contrasted birth with life. His lordship held, therefore, that Kate had issue living at the death of her mother, and that she was in consequence absolutely entitled to the moiety.—COUNSEL, *Mulligan; C. Gurdon*. SOLICITOR, *W. Morley*, for Dale, Leeds.

[Reported by J. F. WALBY, Barrister-at-Law.]

GLASIER v. FOYSTER—Kekewich, J., 12th July.

WILL—GIFT TO FIRST AND SECOND COUSINS—FIRST COUSINS ONCE REMOVED.

In this case the testator gave a legacy upon trust to pay and divide the same between and amongst the first and second cousins of his late wife. At the date of the will there were first and second cousins both of the whole blood and half blood, but at the date of death there were none of the whole blood surviving. There were also first cousins once removed, and the question raised was whether the first cousins once removed were entitled to share in the legacy.

KEKEWICH, J., said that, no doubt, there were cases that if, at the date of the will, the testator had no first cousins then first cousins once removed would be admitted to share, but where, as in this case, there were persons answering the description, those persons were entitled to the fund, and the first cousins once removed were not entitled to any share.—COUNSEL, *W.*

Higgins; Borthwick; Methold; P. H. Brown. SOLICITORS, *Richard Ballard; Official Solicitor*.

[Reported by F. T. DUKA, Barrister-at-Law.]

Re GOODENOUGH, MARLAND v. WILLIAMS—Kekewich, J., 12th July.

INTEREST, RATE OF—TENANT FOR LIFE—REMAINDERMAN—CAPITAL—INCOME—APPORTIONMENT.

A question was raised in this case as to the rate of interest which ought to be allowed by the Court in the Chancery Division, when, for the purpose of apportioning a fund between capital and income, the principle of the case of *The Earl of Chesterfield's Trusts* (32 W. R. 361) had to be applied.

KEKEWICH, J., said the rule in *Chesterfield's case* was applied reckoning interest at the rate of four per cent. But this worked out greatly to the benefit of the tenant for life. The rate in this court has always been four per cent. The question in this case is part of the general question, What rate of interest ought now to be regarded as the court rate to be allowed in analogous cases to the present one, or charged against trustees in respect of moneys for which they are liable. His lordship was of opinion that it was a question which ought to receive the views of all the judges of the Chancery Division, and be settled accordingly. The result of adopting three instead of four per cent. would be very greatly in favour of capital as against income. Four per cent. had been for generations regarded as the rate to be allowed by this court unless five per cent. was chargeable for special reasons. Five per cent. was allowed by juries as the current rate of interest applicable to mercantile contracts, or fit to be allowed on the footing of damages. But it is common knowledge not only are trustees unable to get four per cent., or even less than two and three-quarters, but that ordinary people not bound by trust securities are very glad to get that rate. His lordship thought it was bordering on, if not an actual, absurdity to fix four per cent. as the court rate where not only trustees but an ordinary prudent investor cannot obtain that return. The time had come when the court should not take four per cent. or a higher rate of interest when it is known that that rate is not the rate which money commands in the hands of those who have it to invest. Until any court differed from this view his lordship intended to act upon the view that three per cent. was now the right rate of interest, and that four per cent. should only be exacted as a penal rate.—COUNSEL, *Crawley; Badoek; Marten, Q.C., and Lemon; Renshaw, Q.C., and Methold; Bramwell Davis, Q.C., and Potts*. SOLICITORS, *Forster, Frere, & Co.; Hepburn, Son, & Outcliff; Taylor, Son, & Humbert*.

[Reported by F. T. DUKA, Barrister-at-Law.]

DUNDAS v. VAYASOUR—Kekewich, J., 16th July.

MORTGAGOR AND MORTGAGEE—LEASE—AGREEMENT FOR A LEASE—RECEIVER—CONVEYANCING ACT, 1881 (44 & 45 VICT. c. 41), s. 18.

In this case a question was raised how far an agreement to grant a lease, contained in a lease made by a mortgagor whilst in possession, was binding on the mortgagee after the mortgagor has been turned out of possession by a receiver appointed at the instance of the mortgagee. The lease was for one year of some shooting rights granted by the mortgagor whilst in possession, and the mortgagee was turned out of possession by the receiver before the tenant had obtained a lease under his agreement in the original lease for a further term of three years.

KEKEWICH, J., said the plaintiffs were mortgagees of the tenant for life who, until the order of 25th of July, 1894, was mortgagor in possession and before that date granted a lease for one year (which has expired) of certain shooting rights. In that document was contained a provision giving the lessee an option of taking a further lease for three years, and it was argued that this was an agreement which the lessee could enforce although, by the order of the 25th of July, 1894, a receiver was appointed at the instance of the mortgagees. Under the 18th section of the Conveyancing Act, 1881, a mortgagor while in possession can grant a lease. But it is clear that after the order the mortgagor was no longer in possession. Reliance, however, was placed on the option to take a further lease. There was no such power in the Act, and sub-sections 6, 7, and 8, were against the view that section 18 contemplated such an agreement. It could not have any binding effect on a mortgagee who had turned the mortgagor out of possession, nor was it intended to enable mortgagees in possession to make agreements which would injure mortgagees.—COUNSEL, *Prior; Temple Franks*. SOLICITORS, *J. E. Fox & Co; Hamlin & Co*.

[Reported by F. T. DUKA, Barrister-at-Law.]

High Court—Queen's Bench Division.

SOUTHWELL (SURVEYOR OF TAXES, Appellant) v. THE GOVERNORS OF THE ROYAL HOLLOWAY COLLEGE, EGHAM (Respondents).—12th July.

REVENUE—INHABITED HOUSE DUTY—"CHARITY SCHOOL"—COLLEGE SUPPORTED BY FEES FROM STUDENTS AND ENDOWMENT—48 GEO. 3, c. 55, SCHEDULE B, CASE 4.

This was a special case stated by the Commissioners for executing the Acts relating to Inhabited House Duty. The governors of the Royal Holloway College, Egham, appealed against an assessment to Inhabited House Duty made upon the buildings used for this college. The college was established to enable young women to carry on their studies after they have left school, and provides the instruction necessary for London

degrees and pass and honour examinations at Oxford. The building, which stands in its own grounds and gardens, includes a chapel, dining hall, gymnasium, library, reading room, museum, lecture theatre, and rooms, laboratories, common rooms, and a picture gallery. Each student has a bedroom and sitting-room, and there are certain rooms, such as dining hall, music hall, &c., common to the use of all students. The college was endowed by the late Thomas Holloway, with £300,000, which sum was directed to be applied in furnishing and equipping the college, in founding scholarships and prizes, and in defraying the educational and other expenses of the college. The students pay £90 a year. The governors submitted, in support of their claim for exemption, that the college was a charity school, inasmuch as it was not self-supporting and could not be carried on under the trust without the aid of a substantial endowment. Taking the last four years, the annual net receipts from students averaged £4,030, and the charitable endowment under the trust and other benefactions averaged £7,818. It was contended that the college came within the exemption in 48 Geo. 3, c. 55, Schedule B, case 4, of "any hospital, charity school, or house provided for the reception or relief of poor persons." The Commissioners held that the college was exempt from the duty subject to this case.

THE COURT (GRANTHAM AND CHARLES, JJ.), having reserved their judgment, allowed the appeal.

GRANTHAM, J., in the course of a written judgment, said that the question to be determined was whether Holloway College was a charity school within the meaning of the statutory exemption, and whether the young ladies who enjoyed the benefits and all the luxuries of a collegiate education were charity scholars. The commissioners had decided in favour of the college. If that decision was one of fact the court had no power to alter it; if of law they had. If the question was one of fact it was only necessary to read the prospectus and report of the governors to see that the commissioners had decided wrongly, though in that case the court could not correct their decision. For it was impossible to contend as a fact of everyday life that a school or college where every scholar or student paid £90 a year could be a charity school, and it could only be so treated as a fiction of law. As it was admitted that the commissioners had arrived at their decision in consequence of their application to this case of certain legal decisions on the interpretation of the word charity as applied to trust estates, there was no doubt that this was a question of law and one on which the decision of the court was properly sought. First, however, it was necessary to ascertain what the facts were. The college was built "to enable young women to carry on their studies after they have left school under specially healthy conditions, and with all the advantages of a collegiate life." Provision was accordingly made for instruction in all the higher branches of education. It might be that under modern ideas of the higher education of the masses all the advantages might some day or other be provided for those who were the objects of charity. But could it be said in this case that they were provided for those who were the objects of a charity when it was found that the recipients of those advantages had to pay, and therefore could afford to pay £90 a year, besides certain extras. The bare statement of that fact answered the question, and no one could be so illogical as to say that legally this was a charity school. His lordship had not forgotten that large sums were given by way of scholarships which reduced the cost of the education to those who obtained them, but they were not given on account of poverty, but on account of intellectual merit, and those least requiring pecuniary aid might and often did obtain them, so that the existence of these scholarships did not really affect the question. But it was said that this was a charity school because so large a part of the expenses of the college were met by the endowment fund provided by a generous donor, and that the existence of that fund brought the case within the principle of previous decisions on the subject by which the court was bound. It was true that at present a large part was so provided, but that was so only temporarily, and year by year as the college increased that proportion would diminish. The endowment fund might be taken to be a fixed fund of £7,500 a year while the fund derived from fees for the year 1893 was the same amount and the gross expenditure was about £15,000. Therefore in 1892-3 fees provided about one-half, but that was the proportion when the college only had ninety students, whereas with a complement of 200 students for which the college was created and endowed, the proportion would be endowment £7,500, fees £18,000, or in other words about a quarter only would be derived from endowment funds, while the annual application of the funds made the endowment proportion still less important, for even now the fees received were far more than sufficient to pay the whole cost of tuition and household expenses—the former £7,564, and the latter £5,876. There was no previous decision applicable to such facts as these. The nearest case was *The Governors of Charterhouse v. Lamsar* (25 Q. B. D. 121), where it was held that the school was not a charity school. In that case the proportion which the income from endowment bore to the fees paid was no doubt less than in this case, but the principle was the same. Originally that school was founded for the purpose of gratuitous education entirely; now its main object was not to provide a gratuitous education, but to provide, for those who could pay the fees, a high-class public school. The buildings at Charterhouse were, as in this case, originally built out of endowment money, so that free buildings did not make a charity school, and as the primary object of this college was not free education, but the highest class education combined with the luxuries of college life, it would require very strong authority to show that this was a charity school. His lordship proceeded to discuss the cases of *The Commissioners of Inland Revenue v. Parnell* (1891, A. C. 531) and *Cause v. Nottingham Lunatic Asylum* (1891, 1 Q. B. 585), and in conclusion stated that this college and buildings were not exempt from inhabited house duty.

CHARLES, J., also delivered a written judgment, in the course of which he said that the case which had been decided upon Schedule B had reference to three classes of institutions—first institutions wholly self-supporting, second institutions dependent upon endowments, and third institutions partly supported by endowments and otherwise self-supporting. The first class did not and the second did clearly come within this exemption. The present case belonged to the third class, as to which there were points of difficulty, but it had been decided that the exemption did apply to an institution possessed of a substantial charitable endowment, notwithstanding the fact that it also derived income from payments by inmates sufficient to cover in some years the whole expenditure: *Cause v. Nottingham Lunatic Asylum* (ubi supra). The applicability of the exemption depended, however, on the character of the institution; that was the test in the *Charterhouse* case, where the question was treated as one of degree to be determined upon the facts of each case. The language of the schedule contemplated institutions whose primary object was the maintenance or education of those who could not afford to maintain themselves or pay for their own education—i.e., institutions eleemosynary in character. If that were so it was immaterial whether the pupils or inmates contributed to the expenses of the institution. But in the case of Holloway College there did not appear to have ever been any intention to supply gratuitous education to any pupil, rich or poor. His lordship, after stating the facts as to the college, said that in his opinion it was not a "charity school." It was not in its origin and never had been of an eleemosynary character, and the mere fact that in a boarding school in which a considerable fee was charged the inmates obtained various advantages and comforts from the endowments was not sufficient to constitute the school a charity school. Appeal allowed.—*Court, Sir E. T. Ridd, A.G., Sir F. Lockwood, S.G., and Danckwerts; Channell, Q.C., and Gregson Ellis. Solicitors, Solicitor of Inland Revenue; Ewart, Jukes, & Gere.*

[Reported by F. O. ROBINSON, Barrister-at-Law.]

MORTGAGEES LEGAL COSTS ACT, 1895.

CHAPTER 25.

An Act to amend the Law relating to the Costs allowed to Mortgagees. [6th July, 1895.]

Be it enacted, &c.

1. *Short title.*] This Act may be cited as the Mortgagees Legal Costs Act, 1895.

2. *Charges, &c., where mortgage is made with solicitor.*] (1) Any solicitor to whom either alone or jointly with any other person a mortgage is made, or the firm of which such solicitor is a member, shall be entitled to receive for all business transacted and acts done by such solicitor or firm in negotiating the loan, deducting and investigating the title to the property and preparing and completing the mortgage, all such usual professional charges and remuneration as he or they would have been entitled to receive if such mortgage had been made to a person not a solicitor, and such person had retained and employed such solicitor or firm to transact such business, and do such acts; and such charges and remuneration shall accordingly be recoverable from the mortgagor.

(2) This section applies only to mortgages made after the commencement of this Act.

3. *Right of solicitor with whom mortgage is made to recover costs, &c.*] (1) Any solicitor to or in whom either alone or jointly with any other person any mortgage is made or is vested by transfer or transmission, or the firm of which such solicitor is a member, shall be entitled to receive and recover from the person on whose behalf the same is done or to charge against the security for all business transacted and acts done by such solicitor or firm subsequent and in relation to such mortgage or to the security thereby created or the property therein comprised, all such usual professional charges and remuneration as he or they would have been entitled to receive if such mortgage had been made to and had remained vested in a person not a solicitor, and such person had retained and employed such solicitor or firm to transact such business and do such acts, and accordingly no such mortgage shall be redeemed except upon payment of such charges and remuneration.

(2) This section applies to mortgages made and business transacted and acts done either before or after the commencement of this Act.

4. *Definition of mortgage.*] In this Act the expression "mortgage" includes any charge on any property for securing money or money's worth.

5. *Extent of Act.*] This Act shall not extend to Scotland.

NEW ORDERS, &c.

TRANSFER OF ACTION.

ORDER OF COURT.

Friday, the 12th day of July, 1895.

I, HARDING STANLEY, BARON HALSBURY, Lord High Chancellor of Great Britain, do hereby transfer the action mentioned in the Schedule hereto to the Honourable Mr. Justice VAUGHAN WILLIAMS.

SCHEDULE.

Mr. Justice CHITTY (1895—V.—No. 6).

Between Frederick Lewis Vaughan (Plaintiff) and The Swindon and North Wilts Breweries, Limited (Defendants).

HALSBURY, C.

LEGAL NEWS.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

WILLIAM HENRY MARSHAL, HERBERT ARTHUR DICKINS, and CHARLES SAMUEL VINCENT, Solicitors, 96, King-street, Hammersmith, and 9, Fleet-street, London. July 3. The practice will in future be carried on by the said Herbert Arthur Dickins and Charles Samuel Vincent.

CHARLES SPENCER HOULDER and WALTER HENRY COURT, solicitors, 6 and 7, Barbican London (Houlder & Court). June 30. [Gazette, July 13.]

CHARLES GREENWOOD and ERNEST WALTER GREENWOOD, Solicitors (Greenwood & Greenwood), 12, Serjeant's-inn, Fleet-street. March 25. [Gazette, July 16.]

GENERAL.

Sir H. Fowler has been ill, but the report on Wednesday was that he was rather better.

The *Bury Guardian* is authorized to say that the different statements which have appeared in the press as to the title to be assumed by Sir Henry James are entirely incorrect. Sir Henry James will retain his own name.

Mr. Edwin Plumer Price, Q.C., who has been for twenty-one years judge on the Norfolk County Court Circuit, took his leave of the bar at King's Lynn on Wednesday upon resigning office. Mr. Price is now seventy-seven years of age.

The *Central Law Journal* says that a Western judge remarked to a man who brought a gun into court: "Don't pull your gun in this here court. The dignity wot you see lyin' round loose here's got to be respected, and if you kill anybody here while this court's in session, I'll fine you for contempt."

On Tuesday Mr. Justice Barnes took his seat in the Probate, Divorce, and Admiralty Division after his long absence. Sir Walter Phillimore, on behalf of the bar, expressed his sincere pleasure at the return of his lordship and the hope that he might long remain. Mr. Justice Barnes thanked Sir Walter Phillimore. His chief anxiety during his long and trying illness had been lest the work of the court should suffer. He took the opportunity of expressing his very great obligations to the president, the Lord Chancellor, and the Lord Chief Justice for arranging that his work should be taken by another judge, and especially to his brother Bruce for the great assistance he had rendered.

"London Solicitors" writing to the *Times*, say:—In these days when the judges are justly proud of rapidly disposing of the special jury and other lists of the Queen's Bench Division, it seems a great pity that the special jury list of the Probate Court is not in the same satisfactory condition. In most probate cases it is of the most vital importance to one side or the other that the trial should take place without delay. The plaintiffs in a litigation are frequently, in consequence of the delay in the hearing of cases, deprived of their just rights, and are liable, in consequence of sheer want, to be forced to accept terms which are unjust and oppressive. It would greatly remove the block at present existing if one of the Queen's Bench judges could devote his entire attention to disposing of special jury cases between now and the Long Vacation. As an instance of the block in the Probate Court, we may instance a case which was set down for trial about six months since, and which, unless special steps are taken, cannot be reached until after the Long Vacation, and may not be heard until the expiration of twelve months, as the practice is very often to devote a whole term solely to divorce cases."

On Wednesday last Messrs. Fox & Bousfield sold, at the Mart, parts of Freehold Shares in the New River Company. The Adventurers' Shares realized at the rate of £96,800 to £99,600 per share; the King's Shares at £89,000 and £90,000. The £100 fully-paid New Shares £400 and £405 each.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON				
Date.	APPEAL COURT No. 2.	Mr. Justice CHITTY.		Mr. Justice NORTH.
		Mr. Deane	Mr. Godfrey	
Monday, July.....22	Mr. Deane	Mr. Deane	Mr. Godfrey	Mr. Jackson
Tuesday.....23	Mr. Deane	Mr. Deane	Mr. Godfrey	Mr. Jackson
Wednesday.....24	Mr. Deane	Mr. Deane	Mr. Godfrey	Mr. Jackson
Thursday.....25	Mr. Deane	Mr. Deane	Mr. Godfrey	Mr. Jackson
Friday.....26	Mr. Deane	Mr. Deane	Mr. Godfrey	Mr. Jackson
Saturday.....27	Mr. Deane	Mr. Deane	Mr. Godfrey	Mr. Jackson
Date.	APPEAL COURT No. 2.	Mr. Justice STIRLING.		Mr. Justice BOURNE.
		Mr. Deane	Mr. Godfrey	
Monday, July.....22	Mr. Deane	Mr. Deane	Mr. Godfrey	Mr. Jackson
Tuesday.....23	Mr. Deane	Mr. Deane	Mr. Godfrey	Mr. Jackson
Wednesday.....24	Mr. Deane	Mr. Deane	Mr. Godfrey	Mr. Jackson
Thursday.....25	Mr. Deane	Mr. Deane	Mr. Godfrey	Mr. Jackson
Friday.....26	Mr. Deane	Mr. Deane	Mr. Godfrey	Mr. Jackson
Saturday.....27	Mr. Deane	Mr. Deane	Mr. Godfrey	Mr. Jackson

WINDING UP NOTICES.

London Gazette.—FRIDAY, July 12.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

NORTHAMPTONSHIRE FORAGE CO. LIMITED.—Creditors are required, on or before Aug 20, to send their names and addresses, and the particulars of their debts or claims, to James Benjamin Reeves, 5, Church St. Old Jewry.

WALTER TURNER & CO. LIMITED.—Creditors are required, on or before Aug 23, to send their names and addresses, and the particulars of their debts or claims, to Arthur Edwin Woodington, 5, Philpot Lane. Vanderpump & Son, 5, Gray's Inn sq, solers for liquidator.

UNLIMITED IN CHANCERY.

DOLCOATH TIN MINING CO.—Creditors are required, on or before Aug 8, to send their names and addresses, and the particulars of their debts or claims, to Walter Pike, Cambridge.

FRIENDLY SOCIETIES.

MILTON LODGE ORDER OF DRUIDS SOCIETY, Three Cranes, Rotherham, York, at its request June 29.

London Gazette.—TUESDAY, July 16.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ANGLO-GALICIAN PETROLEUM CO. LIMITED.—Creditors are required, on or before Aug 12, to send their names and addresses, and the particulars of their debts or claims, to Mr. E. de Gruchy, 298, South Lambeth rd. Jerome & Co, Basinghall st, solers to liquidator.

DISC CHURCH CO. LIMITED.—Peta for winding up, presented June 23, directed to be heard on July 10, has been adjourned until July 21. Slaughter & May, 18, Austin Friars, solers for petra. Notice of appearing must reach the above-named not later than six o'clock in the afternoon of July 23.

LEINKE OIL CO. LIMITED.—Creditors are required, on or before Aug 12 to send their names and addresses, and the particulars of their debts or claims, to Mr. E. de Gruchy, 298, South Lambeth rd. Jerome & Co, Basinghall st, solers to liquidator.

NICOL GOLD MINES OF WESTERN AUSTRALIA, LIMITED (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Aug 24, to send their names and addresses, and the particulars of their debts or claims, to Edward James Haggart, 151, Cannon st.

SOUTH WIGSTON COFFEE HOUSE CO. LIMITED.—Creditors are required, on or before Aug 12, to send their names and addresses, and the particulars of their debts or claims, to Mr. John Thomas Biggs, 34, Pocklington's walk, Leicester. Burgess & Dexter, Leicester, solers for liquidator.

UNITED NICOL GOLD MINES OF WESTERN AUSTRALIA, LIMITED (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Aug 24, to send their names and addresses, and the particulars of their debts or claims, to Edward James Haggart, 151, Cannon st.

FRIENDLY SOCIETIES DISSOLVED.

HEATHER FRIENDLY SOCIETY, Crown Inn, Heather, Ashby-de-la-Zouch, Leicester July 6
WHITWELL FRIENDLY SOCIETY, George Inn, Whitwell, Chesterfield, Derby July 6

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house have the Sanitary Arrangements thoroughly examined by an Expert from The Sanitary Engineering Co. (Carter Bros.), 65, Victoria-street, Westminster. Fee for a London house 2 guineas; country by arrangement. (Established 1875.)—[ADVT.]

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, July 16.

HOUGHTON, EDWARD, Lancaster rd, Stroud Green, Builder. Aug 5. Howe v Houghton' Stirling J. Algar, Abchurch lane

TUNNICLIFFE, EMMA, of JAMES HENRY TUNNICLIFFE, FRANK TUNNICLIFFE, and HANNAH TUNNICLIFFE. Aug 16. Tunnicliffe v Tunnicliffe, Registrar, Manchester. Stott, Whitehall st, Rochdale

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, July 12.

ADDIS, FREDERICK, Brighton, Gent Aug 31 Carr, High Holborn

BATES, FAIRHALL, Sussex, Farmer Aug 15 Dawes, Rye

BREWER, GEORGE, Somerset, Yeoman July 31 Light, Bristol

BUNBURY, EDWARD HERBERT, Bury St Edmunds, Bart Aug 30 Nicholl & Co, Strand

CHRONAT, MARY ANN, Warrington Aug 24 Cubison, Chesapeake

COLLINGWOOD, EDWARD JOHN, Northumbria, Esq Sept 1 Deas & Thompson, Newcastle upon Tyne

COWLES, HENRY, East Markham, Notts, Yeoman Sept 3 Jones & Wells, Bedford

COOPER, JULIA, Huntingdon Aug 6 Martin & Co, King st

CUTTER, SAMUEL HENRY, Liverpool, Journalist Aug 9 Boyle & Rutherford, Liverpool

DAVY, CHARLOTTE, South Molton Aug 10 Barber & Son, St Swithin's lane

DENNISON, AARON LEFKIN, Handsworth, nr Birmingham, Watch Case Manufacturer Aug 15 Burton, Birmingham

FAGAN, ELIZABETH MARIA, Maido Vale Aug 15 Lander, Serjeants' inn

FEATHERSTONHAUGH, ALICE PEARSON, Gateshead Aug 12 Deas & Thompson, Newcastle upon Tyne

GRAINGER, EUPHEMIA, Burgess Hill Aug 13 Simpson & Co, Moorgate st

GROVE, EMANUEL, Salisbury, Pork Butcher Aug 14 Wilson & Sons, Salisbury

HALL, ANN, Newland, Lincoln, Licensed Victualler July 30 Tweed & Co, Lincoln

HARRISON, WILLIAM ALEXANDER, Jermyn st, Bank Manager Aug 24 Harwood & Stephenson, Lombard st

HEWETSON, HENRY, Tunbridge Wells, Esq Aug 31 Carr, High Holborn

HOLLYWOOD, JOHN, Bradford, Clerk in Holy Orders Aug 8 R Rhodes, Bradford
 HONEY, CATHERINE JEVES, Monmouth rd, Westbourne grove Aug 5 Mackrell & Co, Camden st
 HOWELL, ANN, St Phillips, Bristol Aug 15 Strickland & Co, Bristol
 HUNSTON, MARY E, Brighton Sept 1 O'Ferrall, Dublin
 JACKSON, ELIZABETH ANN, Laystall st, Holborn Aug 13 Layton & Co, Budge row
 JAMES, MARY, Abergavenny Aug 12 Gabb & Walford, Abergavenny
 JEFFERY, HENRY, Holford sq, Esq Aug 9 Smith & Bell, Salters' hall court
 KING, THOMAS, Halstead, Essex, Gent Sept 7 Beaumont & Son, Coggeshall
 LAWSON, WILLIAM, Liverpool, Bookseller Aug 1 Wright & Co, Liverpool
 LEADLAY, CHRISTOPHER, Cloughton, York, Farmer Aug 9 Watts & Co, Scarborough
 LEWIS, ANNE, Llanegwad, Carmarthen Sept 9 Morris, Carmarthen
 LAYLAND, GERVASE HORTON, Lancaster Sept 26 Whitaker, Lancaster
 LORAN, SAMUEL, Exeter, Gent Aug 9 Friend & Beal, Exeter
 TUPPER, EMILY SOPHIA STRUANT, Exeter Aug 1 Friend & Beal, Exeter
 MAYOTT, JOSEPH, Beckenham, Esq Aug 24 Outway & Co, Bush lane
 MEALOS, JAMES, Fenton, Chester July 27 Wilson, Liverpool
 MOOREHEAD, DR EDWARD, West Norwood, Surrey Aug 1 Nicholson & Crouch, Lancaster place
 MORAN, REV THOMAS DANIEL COX, LL.D, King Edward st, Newgate st Aug 26 Morten & Co, Newgate st
 NASH, HARRY, Bournemouth, Printer Aug 17 Trevanion & Co, Bournemouth
 PATTON, JOHN, Boldre, Southampton, Captain Aug 14 Rawlins & Co, Lymington
 RIDGHALGH, RICHARD, Ripponden, York, Gent Aug 17 Parker & Ayre, Manchester
 ROSENBERG, MATILDA, Clifton grds, Maids Hill Aug 23 Emanuel & Simmonds, Finsbury circus
 SANDERS, THOMAS, Shaldon, Devon, retired Commander Aug 22 Rooke & Co, Plymouth
 SHAWWOOD, THOMAS, Sellindge, Kent, Grocer Aug 21 Mowll & Mowll, Ashford
 SMITH, SARAH, Hothsey rd July 19 Gowing & Co, Finsbury pavement
 SPIERS, JOHN, Preshore, Worcester, Railway Agent Oct 1 T & T Roberts, Worcester
 SUTTON, JOSEPH COLLINS, Edgbaston, Gent Aug 27 Ryland & Co, Birmingham
 SWAINE, MARIA, Handsworth, Staffs Aug 27 Ryland & Co, Birmingham
 TAYLOR, WILLIAM, Chester, Licensed Victualler July 31 Sidebotham & Sidebotham, Stockport
 TROTTER, SOPHIA CHARLOTTE, Grosvenor sq Aug 21 Williams & James, Norfolk st, W C
 TURNER, THOMAS, Fleetwood, Lancs, Cotton Merchant Aug 6 Banks & Maddock, Heywood
 WARE, JONATHAN, Gloucester, Draper Sep 30 Ward & Co, Northleach
 WATSON, ELIZABETH ANN, Birmingham Aug 1 Buller & Crome, Birmingham
 WESTCOTT, ARTHUR, Bolton, Kensington Sept 5 Green, Mitre court, E C

London Gazette.—TUESDAY, July 16.

ARMITAGE, JOHN, Willington, Northumb, Farm Manager Aug 12 Walker, Sunderland
 ARMITAGE, MARTIN HENRY, Liverpool Aug 13 Thompson & Hughes, Birkenhead
 BELL, MARY, Waterloo, Lancs Aug 16 Jones & Co, Liverpool
 BENHAM, MARY JANE, Buckland, Portsea Aug 24 Pearce & Son, Portsea
 BERRY, WILLIAM, Leeds, Insurance Agent Aug 12 Neal, Sheffield
 BROADHEAD, JOH, Dewsbury, York Aug 10 Ellis, Dewsbury
 BROWNE, ELIZABETH, Shifnal, Salop Aug 31 Lowless & Co, Martin's lane
 BUCHANAN, PHILLIPS, Holes Hall, nr Market Drayton, Esq Aug 24 St C Upton, Market Drayton
 BUTTERWORTH, CHARLES EDWARD, Manchester, Gent Sept 2 Looker, Rochdale
 CHALLINOR, HELEN, Boulton Vicarage, Derby Aug 13 Challinors, Hanley

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, July 12.

RECEIVING ORDERS.

ATKINSON, CHARLES HERBERT, Kingston upon Hull, Lighter Owner Kingston upon Hull Pet July 6 Ord July 6
 BARNES, ROBERT GREY, Clifton, Bristol, Broker Bristol Pet July 8 Ord July 8
 BATE, THOMAS STAPLETON, Halstead, Essex, Practical Cutler Colchester Pet July 10 Ord July 10
 BOTT, CHARLES, Shephard's Bush High Court Pet July 9 Ord July 9
 BROWN, JOHN MOAT, Birmingham, Traveller Birmingham Pet July 9 Ord July 9
 BURGESS, ALFRED EDWARD, Almagar, Cheshire, Builders' Merchant Macclesfield Pet July 8 Ord July 8
 CAMPBELL, JOHN HENRY, Oldham, Lancs, Carter Oldham Pet July 10 Ord July 10
 CONSTABLE, WILLIAM HENRY, U S A High Court Pet June 6 Ord July 9
 DENT, JOHN BARNES, Rotherham, Yorks, Brassfounder Sheffield Pet July 10 Ord July 10
 EVANS, JOHN HENRY, Richmond, Surrey, Toolmaker High Court Pet July 8 Ord July 8
 FLYNN, MILES, Middlesbrough, Ironworker Middlesbrough Pet July 10 Ord July 10
 GIBBS, HAROLD EDWIN, Marylebone rd, Organist High Court Pet July 10 Ord July 10

HARVEY, ROY G H, Edenbridge, Kent, Clerk in Holy Orders High Court Pet June 12 Ord July 5
 HOBBS, ARTHUR REGINALD, Southampton, Tobacconist Southampton Pet July 6 Ord July 10
 HORNBY, HENRY ROGERS, Yardley Hastings, Agricultural Machinist Northampton Pet July 8 Ord July 8
 HUNTER, WILLIAM HAWESWELL, Armley, Journeyman Leeds Pet July 9 Ord July 9
 HYLAND, SAMUEL, the younger, Pudsey, Commercial Traveller Bradford Pet July 10 Ord July 10
 JESSOP, MARY, Rotherham, Refreshment house Keeper Sheffield Pet July 8 Ord July 8
 JONES, EDWARD, Reading, Grocer Reading Pet July 9 Ord July 9
 LANSDOWN, MARY ANN, Bath, Draper Bath Pet June 29 Ord July 9
 LILLEY, GEORGE, Eastington, Yorks, Butcher Kingston upon Hull Pet July 9 Ord July 9
 LLOYD, LEWIS EDWARD, Plymouth, Fruit Merchant Plymouth Pet July 10 Ord July 10
 MYERS, GEORGE E, Moorgate st, Stockbroker High Court Pet June 11 Ord July 10
 PAGE, ROBERT BRUNSON, Cheltenham, Wood Dealer Cheltenham Pet July 9 Ord July 9
 PARKER, GEORGE HENRY, Gunnersbury, Stockbroker Brentford Pet May 21 Ord July 8
 PARKINSON, ELIZABETH, Dewsbury, Fishmonger Dewsbury Pet July 9 Ord July 9
 POCOCK, CHARLES G C, Kilburn, Gent High Court Pet May 1 Ord July 10

REE, DAVID, Porth, Glam, Butcher Pontypridd Pet July 10 Ord July 10
 ROOKE, GEORGE, Gainsborough, Travelling Draper Lincoln Pet July 9 Ord July 9
 SANDS, WALTER, Kingston upon Hull, Tailor Kingston upon Hull Pet June 24 Ord July 8
 SCOTT, JOHN CHARLES, Ferndale, Glam, Butcher, Pontypridd Pet July 8 Ord July 8
 SCOTT, RONALD A, Elms, Acton hill, Electrical Engineer Brentford Pet June 15 Ord July 9
 STEPHENSON, WILLIAM, Oldham, Lancs, Milliner Oldham Pet July 9 Ord July 9
 STRACHAN, M, Sutton, Surrey Croydon Pet June 12 Ord July 9
 THOMAS, GWILYM RICHARD, Ystrad, Glam, Hay Merchant Pontypridd Pet July 10 Ord July 10
 TIPPIN, GEORGE, Chichester, Whitesmith Brighton Pet July 8 Ord July 9
 TUCKER, WILLIAM, Mansion House chambers, Gent High Court Pet May 29 Ord June 30
 WEBB, WILLIAM HENRY, Ely, I of E, House Decorator Cambridge Pet July 9 Ord July 9
 WOODMAN, RICHARD, Birmingham, Draper Birmingham Pet July 9 Ord July 9
 YOXALL, FRED, Birmingham, Grocer Birmingham Pet July 8 Ord July 8
 The following amended notice is substituted for that published in the London Gazette of June 28:—
 ARNORTH, JOHN, Chesham, Manchester, Jeweller Manchester Pet May 27 Ord June 26

CLEPHANE, GEORGE BOLD, Bath, Gent Sept 15 Petgrave, Bath
 CLEPHANE, LETITIA CATHERINE MARY, Bath Sept 15 Petgrave, Bath
 COCKRY, SUSAN LEWIS, Ashburton, Devon Aug 5 Tucker & Son, Ashburton
 COOHLAN, WILLIAM BOYLE, Manchester Sept 14 Earle & Co, Manchester
 CORBIE, SARAH ANN, Ramsgate Aug 31 Edwards, Ramsgate
 COWLEY, RT HOB WILLIAM HENRY EARL, Draycot Cerne, nr Chippenham Aug 27 Collyer-Bristow & Co, Bedford row
 CROFT, EMILY, Exeter Aug 11 Biddle & Gurney Winter, Southampton bldgs, W C
 DULLEY, JOHN FRANCIS, Putney Aug 12 Reeve, Gray's inn sq, W C
 EVERSHED, CATHERINE MARY, Brighton Sept 2 Evershed & Shapland, Brighton
 FORD, ELIZABETH, Week St Mary, Cornwall Friend & Beal, Exeter
 GREEN, MARY, Cheltenham Aug 1 Hannam & Co, Gloucester
 GREENER, JOHN HENRY, Horte Hill, Surrey Aug 31 Cooper, Threadneedle st, E C
 GRIEVES, ROBERT, Lancaster, Durham, Game Keeper Sept 1 Stobo & Livingstone, Newcastle upon Tyne
 HADDOCK, ALFRED THOMAS, Liverpool, Steam Ship Agent Aug 13 Steel, Liverpool
 HOLMES, JOHN, Montpelier, Bristol, Gent Sept 30 Tarr & Arkell, Bristol
 HULL, HENRY, Blackpool, Butcher Sept 2 Ascroft, Blackpool
 JACKSON, EDWIN BOOTH, Cheshire, Hulme, Chester, Fish Dealer Sept 14 Earle & Co, Manchester
 JONES, HENRY, Worcester, Licensed Victualler Aug 10 Mathews & Campbell, Worcester
 KREYER, PETER, Higher Broughton, Tea Merchant Sept 16 Farrar & Co, Manchester
 LEA, JOHN, Moseley, Gent Aug 10 Mitchell & Willmot, Birmingham
 LEIGH, WILLIAM, Turnham Green terrace—Sept 1 Webb & Co, Strand
 LIGHTFOOT, DAVID, Saltair, Woolsorter Aug 1 Scott & Holmes, Bradford
 LELLY, MARY, Boarhunt, nr Fareham Aug 24 Peares & Son, Portsea
 LELLY, THOMAS, Soberton, Hants, Yeoman Aug 24 Peares & Son, Portsea
 MATTHEW, LOUIS CHARLES, Crutched Friars, Seed Merchant Aug 27 Jupp, Lime st
 MILLS, GEORGE, Dover, Gent Aug 27 E & A Elwin, Dover
 MORRIS, ROBERT, Bowdon, Merchant Sept 14 Earle & Co, Manchester
 PARSONS, SUSAN, and REBECCA PARSONS, Cheltenham Aug 10 Tucker, Bath
 PHILLIPS, REV GEORGE, Pontsnewydd, nr Pontypool Sept 16 Bythway & Son, Pontypool
 PINKERTON, CAROLINE, Richmond Aug 16 Sharpe & Co, New court, Carey st
 PLATTS, ROBERT, Belton, Lincs, Farmer Aug 10 Parkin & Co, Epworth
 ROBINSON, JOHN, Ormskirk, Gent Aug 28 Kennedy & Glover, Ormskirk
 RODD, ANN, Sparkhill, Worcs July 31 Green & Williams, Birmingham
 SIMMONS, EMILIA FRANCES, Hove, Sussex Sept 1 Goodman, Brighton
 SIMMONS, IDA BERTHA, Hove, Sussex Sept 1 Frape, Brighton
 TAYLOR, ESTHER, Didsbury, Manchester Sept 14 Earle & Co, Manchester
 TAYLOR, JAMES, Sandgate, Kent Aug 14 A D & L J D Brookman, Folkestone
 TROLLOPE, GEORGE FRANCIS, Esq, Streatham Sept 1 Trollope, Parliament st
 WATKINS, CATHERINE PHILLIPS, Ramsgate Aug 31 Edwards, Ramsgate
 WILLIAMS, ANN ELIZABETH, Stoke Newington Sept 13 Waller & Sons, Coleman st
 WRIGHT, THOMAS, Glossop, Derby, Joiner Aug 15 Davis, Glossop

OLD AND RARE FIRE INSURANCE POLICIES, &c., wanted to complete a Collection.—Particulars, by letter, to A. R. C., 76, Cheapside, London.—[ADVT.]

ORDER RESCINDING RECEIVING ORDER.

GOLLOP, FRANK STUART, Lydney, Glos, Gent Newport,
Mon Rec Ord July 8 Resc July 10

FIRST MEETINGS.

ANMAN, DAVID, Bromley by Bow, Ironfounder July 19 at 2.30 Bankruptcy bldg, Carey st
ASHWORTH, JOHN, Manchester, Jeweller July 23 at 3 23, Colmore row, Birmingham
ATRICKSON, GEORGE HESLINGTON, Guiseley, Leeds, Wheelwright July 19 at 11 Off Rec, 22, Park row, Leeds
AVISA, ROBERT, Surrey, Builder July 23 at 12 24, Railway app, London Bridge
BICKSTED, HENRY JOHN, Buncton, Chichester, Builder July 24 at 3.15 Dolphin Hotel, Chichester
BROCKLESBY, JOHN ATKINSON, Kingston upon Hull, Saddler July 20 at 11 Off Rec, Trinity House lane, Hull
BROOKS, WILLIAM HENRY, Preston, Lancs, Stonemason July 26 at 2.30 Off Rec, 14, Chapel st, Preston
BROWN, JAMES, Bradford, Yorks, Wool Merchant July 19 at 3 Off Rec, 31, Manor row, Bradford
CLOWES, GEORGE FREDERICK, Birmingham, Boot Dealer July 23 at 11 23, Colmore row, Birmingham
COLE, WILLIAM BROOKS, Kidderminster, Grocer July 19 at 2.15 B B Bagster, Solicitor, Kidderminster
CRITCHLEY, SAMUEL, Walsall, Baker July 23 at 11.30 Off Rec, Walsall
GANDERTON, EDWIN, Cannock, Staffs, Baker July 23 at 11 Off Rec, Walsall
GREENING, FRANCIS, Dorchester, Farmer July 19 at 12.30 Off Rec, Salisbury
GROOM, GEORGE, Burnley, Lancs, Fruiterer Aug 1 at 2 Exchange Hotel, Nicholas st, Burnley
GUILF, REUBEN JOHN, Broadwater, Fruit Grower July 24 at 12.15 Melville Green, Solicitor, Chapel rd, Worthing
HOWELLS, JOHN, Rhymney, Mon, Butcher July 22 at 3 Off Rec, Merthyr Tydfil
HUGHES, JOHN EDWARD, Llanelgollen, Denbighshire, Tanner July 22 at 12 Crypt chmbrs, Eastgate row, Chester
JACKSON, JOHN, Battle, Sussex, Farmer July 22 at 12 Young & Sons, Bank bldgs, Hastings
JONES, SAMUEL HERBERT, Manchester, Raiser July 24 at 3 Ogden's chmbrs, Bridge st, Manchester
KING, HENRY, Herne Bay, Licensed Victualler July 20 at 11 Bankruptcy bldg, Carey st
LAYBOURN, FREDERICK, Hemsworth, Butcher July 19 at 11 Off Rec, 6, Bond terrace, Wakefield
LEE, FREDERICK, Leeds, Grocer July 19 at 12 Off Rec, 22, Park row, Leeds
LYTKE, FRANK, Walsall, Saddlery Maker July 23 at 10 Off Rec, Walsall
MELLA, ARTHUR EDWARD, Catford, Grocer's Traveller July 23 at 11 Bankruptcy bldg, Carey st
MILLINGTON, WILLIAM, Boxwich, Staffs, Journeyman Miller July 23 at 10.30 Off Rec, Walsall
NOBLE, ROBERT, Cramlington, Northumbria, Cowkeeper July 31 at 12 Off Rec, Pink lane, Newcastle on Tyne
PAXON, HENRY JAMES, High Holborn, Stationer July 23 at 11 Bankruptcy bldg, Carey st
POLLOCK, DIXON & CO, Bartlett's bldg, Holborn circus, Merchants July 23 at 12 Bankruptcy bldg, Carey street
PRICE, CHARLES WILLIAM, Margaret st, Cavendish sq, Stockbroker July 24 at 11 Bankruptcy bldg, Carey st
PRINGLE, ALEXANDER JAMES, Belrose rd July 24 at 2.30 Bankruptcy bldg, Carey st
PRINGLE & CO, Bromley by Bow July 24 at 12 Bankruptcy bldg, Carey st
PROUD, EMMA, Consey, Staffs, Grocer July 19 at 11.30 Off Rec, Dudley
REODS, LOUIS, Market Rasen, Lincs, Solicitor July 23 at 12 Off Rec, 31, Silver st, Lincoln
ROGERS, THOMAS, Cardiff July 23 at 11 Off Rec, 29, Queen st, Cardiff
THOMAS, ROBERT, Llanmillet, Glam, Haulier July 19 at 12 Off Rec, 31, Alexandra rd, Swansea
THOMPSON, JOSEPH, Jarrow, Durham, Brick Manufacturer July 31 at 11 Off Rec, Pink lane, Newcastle on Tyne
TIPPER, GEORGE, Chichester, Whitesmith July 24 at 2.45 Dolphin Hotel, Chichester
TOMS, FRED, Clanton, Glam, Coal Dealer July 23 at 11.30 Off Rec, 29, Queen st, Cardiff
TOOLE, FRANK, West Bromwich, Auctioneer July 24 at 11 23, Colmore row, Birmingham
TAYE, REGINALD EDWARD, Leckhampton, Cheltenham, Clerk in Holy Orders July 20 at 3.15 County Court bldg, Cheltenham
WADE, ROBERT, Halifax, Engineer July 23 at 11 Off Rec, Townhall chmbrs, Halifax

ADJUDICATIONS.

ADAMS, WILLIAM JAMES, Epsom, Racehorse Trainer Croydon Pet June 28 Ord July 6
ATKINSON, CHARLES HERBERT, Kingston upon Hull, Lighter Owner Kingston upon Hull Pet July 6 Ord July 6
BARNES, ROBERT GREY, Clifton, Broker Bristol Pet July 8 Ord July 8
BATE, THOMAS STAPLETON, Halstead, Essex, Practical Cutler Colchester Pet July 10 Ord July 10
BOTT, CHARLES, Shepherd's Bush High Court Pet July 9 Ord July 9
BURNHAM, ALFRED EDWARD, Alagger, Cheshire, Builders' Merchant Macclesfield Pet July 6 Ord July 8
CAMFIELD, JOHN HENRY, Oldham, Lancs, Carter Oldham Pet July 10 Ord July 10
DEET, JOHN BARNES, Rotherham, Yorks, Bransfounder Sheffield Pet July 10 Ord July 10
EVANS, JOHN HENRY, Richmond, Tool Maker High Court Pet July 8 Ord July 8
FRAMPTON, JOHN, Nottingham, Gunmaker Nottingham Pet June 19 Ord July 8

GREENING, FRANCIS, Dorchester, Farmer Dorchester Pet July 8 Ord July 10
GULLETT, FRED, and FRANK BAKER GULLETT, Wealdstone, Builders 24, Hill Lane Pet July 2 Ord July 8
HORSLEY, HENRY BOONES, Yardley Hastings, Agricultural Machinist Northampton Pet July 8 Ord July 8
HUNTER, WILLIAM HAWKSWELL, Arley, Journeyman Printer Leeds Pet July 9 Ord July 9
HYLAND, SAMUEL, the younger, Padsey, Commercial Traveller Bradford Pet July 10 Ord July 10
JEASOP, MARY, Rotherham, Refreshment house Keeper Sheffield Pet July 6 Ord July 8
LILLEY, GEORGE, Eastington, nr Howden, Butcher Kingston upon Hull Pet July 9 Ord July 9
LOYD, LEWIS EDWARD, Plymouth, Fruit Merchant Plymouth Pet July 10 Ord July 10
MARSHALL, ALBERT, Loughborough, Leicestershire, late Ironmonger Leicester Pet June 16 Ord July 10
MIDDLETON, JOHN, Wansstead, Essex, Dairyman High Court Pet July 6 Ord July 6
PAGE, ROBERT BURSDON, Cheltenham, Wood Dealer Cheltenham Pet July 9 Ord July 9
PARKINSON, ELIZABETH, Dewsbury, Yorks, Fishmonger Dewsbury Pet July 8 Ord July 9
PARTRIDGE, BENJAMIN, Wednesbury, Staffs, Labourer Walsall Pet June 31 Ord July 9
PAYNE, HENRY, Bristol, Furniture Manufacturer Bristol Pet June 24 Ord July 10
PHILLIPS, INDORSE HERSCHELL, Regent st, House Agent High Court Pet May 31 Ord July 9
REES, DAVID, Porth, Glam, Butcher Pontypridd Pet July 10 Ord July 10
REES, JOHN GRIFFITH, Pontypridd, Cigar Merchant Pontypridd Pet July 1 Ord July 9
ROOPE, GEORGE, Gainsborough, Lincs, Travelling Draper Lincoln Pet July 9 Ord July 9
RUSSELL, CAPTAIN JOHN RICHARD, Weston super Mare High Court Pet Feb 21 Ord July 8
SCOTT, JOHN CHARLES, Farnale, Glam, Butcher Pontypridd Pet July 8 Ord July 8
STEPHENSON, WILLIAM, Oldham, Milliner Oldham Pet July 9 Ord July 9
TERRY, RICHARD RICHMAN, Leatherhead, Schoolmaster Croydon Pet May 27 Ord July 6
THOMAS, GWILYM RICHARD, Ystrad, Glam, Hay Merchant Pontypridd Pet July 8 Ord July 10
WEBB, WILLIAM HENRY, Ely, House Decorator Cambridge Pet July 9 Ord July 9
WATKINS, JAMES LOGAN, Brixton, General Agent High Court Pet July 8 Ord July 12

ADJUDICATIONS ANNULLED.

KLEPPER, JOHN BAPTIST, Bradford, Yorks, Tobaccoconist Bradford Adjud Sept 14, 1893 Annual July 5, 1895
TWITT, JAMES, Weston super Mare, Butcher Bridgwater Adjud June 12, 1893 Annual April 13, 1894

London Gazette.—TUESDAY, July 16.

RECEIVING ORDERS.

BELSHAW, WILLIAM, Altrincham, Joiner Manchester Pet June 28 Ord July 12
BROWN, GEORGE HERBERT, Torquay, Bookkeeper Exeter Pet July 12 Ord July 12
BROWNIE, JAMES JORDAN, Leamington, Plumber Warwick Pet July 10 Ord July 10
BUTLER, WILLIAM CROSSLEY, Oldham, Butcher Oldham Pet July 11 Ord July 11
CHAPMAN, FRANK, Horninghild, Leics, Innkeeper Leicester Pet July 11 Ord July 11
CLEMO, WILLIAM, Penryn, Cornwall, Bus Proprietor Truro Pet July 13 Ord July 13
CLEWLEY, THOMAS PERCIVAL, Manchester, Silk Merchant Manchester Pet June 28 Ord July 12
CRANTREE, ALFRED, Heckmondwike, Butcher Dewsbury Pet July 12 Ord July 12
DAVIES, THOMAS, Hereford, Cabinet Maker Hereford Pet July 13 Ord July 12
ECCLESLEY, WILLIAM, Victoria st, 8 W, Railway Contractor High Court Pet April 18 Ord May 15
FELLOWS, GEORGE OVERTON, Wolverhampton, late Stone Mason Wolverhampton Pet July 10 Ord July 11
HALL, CHARLES, Blewbury, Berkshire, Grocer Oxford Pet July 9 Ord July 9
HOPPE, WILLIAM JOHN, Long Eaton, Derbyshire, Mineral Water Manufacturer Derby Pet July 12 Ord July 12
HURSTON, PHILIP WALFOL, Boscombe, General Dealer Poole Pet July 12 Ord July 12
HUSSEY, CAPT A W, Fetter lane High Court Pet Feb 8 Ord July 12
HYDE, JOHN, Idol lane, Gt Tower st, Merchant High Court Pet May 23 Ord July 12
JONES, EDWIN, Swansea, Commission Agent Swansea Pet July 11 Ord July 11
LAYNEY, RICHARD THOMAS, Blackburn, Cotton Manufacturer Blackburn Pet July 11 Ord July 11
LUCAS, JAMES, Darwen, Lancs, Draper Blackburn Pet July 13 Ord July 13
MALLINSON, TOM, and THOMAS MANSLEY, Bradford, Artificial Teeth Manufacturer Bradford Pet July 13 Ord July 19
MCINTOSH, DONALD, Chesham at High Court Pet May 20 Ord July 4
MEAD, ROBERT UTTERRAHE, Somersetshire, Auctioneer Yeovil Pet July 11 Ord July 11
MORRIS, W M, Cardiff, Agent Cardiff Pet June 27 Ord July 10
OGLESBY, GEORGE, Rotherham, Mattress Maker Sheffield Pet July 11 Ord July 11
PACKER, JAMES CROSS, Netton, Wils, Farmer Salisbury Pet July 13 Ord July 13

PAGE, BENJAMIN, Birmingham, Provision Merchant Birmingham Pet July 11 Ord July 11
PALMER, JOHN HENRY, Ade, Norfolk, Baker Norwich Pet July 11 Ord July 11
PASS, EDWARD, Tadlow, Cambridgeshire, Farmer Chiltonham Pet June 11 Ord July 11
PEARCE, HENRY, Shudehill Market, Onion Merchant Manchester Pet June 11 Ord June 12
RABBITT, JAMES WILLIAM, Ringwood, Coal Merchant Salisbury Pet July 13 Ord July 13
SMITH, CHARLES, Loughborough, Shopkeeper Leicester Pet July 12 Ord July 12
SMITH, GEORGE, Barnsley, Beerhouse Keeper Barnsley Pet July 12 Ord July 12
SOUTHWORTH, EDWARD, and THOMAS SOUTHWORTH, Cherry Tree, nr Blackburn, Spinners in a Cotton Mill Blackburn Pet July 12 Ord July 12
STYVETER, THOMAS, Birmingham, Licensed Victualler Birmingham Pet July 12 Ord July 12
TEAGUE, THOMAS ALFRED, Mylor Bridge, nr Penryn, Blacksmith Truro Pet July 10 Ord July 10
THOMPSON, JOHN, Blackwell, nr Darlington, Licensed Victualler Stockton on Tees Pet July 10 Ord July 10
THORNTON, JOHN, Bouvierie st, Bookbinder High Court Pet June 31 Ord July 11
TILBURY, JAMES, Potter's Bar, Baker Barnet Pet July 12 Ord July 12
TREWITT, BENJAMIN, the younger, Sunderland, Auctioneer Sunderland Pet June 18 Ord July 13
WOCKEY, GEORGE, Moomouth, Grocer Newport, Mon Pet July 12 Ord July 12
YATES, JAMES WALKER, and JOHN CLARKSON ROWLANDSON MILNE, Manchester, Manufacturers Pet July 13 Ord July 12

FIRST MEETINGS.

ATKINSON, CHARLES HERBERT, Kingston upon Hull, Lighter Owner July 25 at 11 Off Rec, Trinity House lane, Hull
BARNES, ROBERT GREY, Clifton, Bristol, Broker July 24 at 12 Off Rec, Bank chmbrs, Corn st, Bristol
BATE, THOMAS STAPLETON, Halstead, Essex, Practical Cutler July 23 at 12.30 Off Rec, 36, Princess street, Ipswich
CAMPBELL, WILLIAM COLLINS, Barnoldswick, Yorkshire, Watchmaker July 24 at 12 Off Rec, 31, Manor row, Bradford
COLLIER, LOUIS ORBALDSTOCK, Sheffield, Grocer July 24 at 3 Off Rec, Figtree lane, Sheffield
COCHRAN, CHARLES, Stoke by Nayland, Suffolk, Butcher July 23 at 12 Off Rec, 33, Princess st, Ipswich
FRAMPTON, JOHN, Nottingham, Gunmaker July 23 at 12 Off Rec, St Peter's Church walk, Nottingham
GIBBS, HAROLD EDWIN, Marylebone rd, Organist July 23 at 11 Bankruptcy bldg, Carey st
GULLETT, FRED, and FRANK BAKER GULLETT, Harrow Builders July 24 at 3 Off Rec, 90, Temple chmbrs, Temple avenue
HAYDON, A F, Duke st, St James's July 21 at 2.30 Bankruptcy bldg, Carey st
HAYWARD, WILLIAM RALPH, Canon st, Late Tailor July 23 at 11 Bankruptcy bldg, Carey st
HARRIS, A, Tottenham court rd, Merchant July 23 at 2.30 Bankruptcy bldg, Carey st
HOBBS, ARTHUR REGINALD, Southampton, Tobaccoconist July 24 at 3.15 Off Rec, 4, East st, Southampton
HYLAND, SAMUEL, the younger, Padsey, Yorkshire, Commercial Traveller July 25 at 11 Off Rec, 31, Manor row, Bradford
INGALL, WILLIAM, Sheffield, Late Coal Merchant July 25 at 12.50 Off Rec, Lincoln
JONES, EDWARD, Cathayvon, Retired Merchant July 23 at 3 Crypt chmbrs, Eastgate row, Chester
LANDDOWN, MARY ANN, Bath, Draper July 24 at 11.30 Off Rec, Bank chmbrs, Corn st, Bristol
LAYNEY, RICHARD THOMAS, Blackburn, Lancs, Cotton Manufacturer July 24 at 2.30 County Court house, Blackburn
MIDDLETON, JOHN, Essex, Cowkeeper July 23 at 1 Bankruptcy bldg, Carey st
MORGANS, WILLIAM LEWIS, Earl's Court, Tea Merchant July 25 at 11 Bankruptcy bldg, Carey st
PALMER, JOHN HENRY, Norfolk, Baker July 24 at 3.30 Off Rec, 8, King st, Norwich
PARKINSON, ELIZABETH, Dewsbury, Yorks, Fishmonger July 23 at 8 Off Rec, Bank chmbrs, Batley
PARR, EDWARD, Tadlow, Cambs, Farmer July 23 at 8 Off Rec, 16, King st, Gloucester
PULLMAN, JOHN THOMAS, Bradford, Yorks, Grocer July 24 at 11 Off Rec, 31, Manor row, Bradford
REMMINGTON, SAMUEL LINDRAY MOOR, Earl's Court, Tutor July 23 at 12 Bankruptcy bldg, Carey st
ROOPE, GEORGE, Gainsborough, Travelling Draper July 25 at 11.30 Off Rec, Lincoln
SIMMONS, ALEXANDER THOMAS, Barnsley, Clerk July 24 at 12 Bankruptcy bldg, Carey st
STEPHENSON, WILLIAM, Oldham, Lancs, Milliner July 24 at 3 Off Rec, Bank chmbrs, Queen st, Oldham
STANLEY, CHARLES S, Patcham, Poultry Farmer July 25 at 12 Off Rec, 4, Pavilion bldg, Brighton
TEAGUE, THOMAS ALFRED, Mylor Bridge, nr Penryn, Blacksmith July 24 at 12.30 Off Rec, Bosconen st, Truro
THORNTON, JOHN, Bouvierie st, Bookbinder July 23 at 2.30 Bankruptcy bldg, Carey st
TUCKER, WILLIAM, Mansion House chmbrs, Gent July 24 at 11 Bankruptcy bldg, Carey st
VULLIAM, HENRY, Cheapside, Architect July 25 at 11 Bankruptcy bldg, Carey st
WEBB, WILLIAM HENRY, Ely, I of E, House Decorator July 23 at 12 Off Rec, 5, Petty Cur, Cambridge
WOOD, PERRY, Cavendish sq, Artist July 23 at 12 Bankruptcy bldg, Carey st
YATES, JAMES WALKER, and JOHN CLARKSON ROWLANDSON MILNE, Manchester, Spinners July 23 at 2.30 Ogden's chmbrs, Bridge st, Manchester

Amended notice substituted for that published in the London Gazette of July 12, 1895:—

JACKSON, JOHN, Battle, Farmer July 23 at 12 Young & Sons, Bank bridge

ADJUDICATIONS.

RAVERSTOCK, JOHN, Shalbourne, Wilts, Farmer Newbury Pet June 18 Ord July 8
BEAZLEY, GEORGE, the younger, Malkeham, Wilts, Builder Bath Pet May 14 Ord July 11

BIDLAKE, GEORGE, Wellington, Salop, Solicitor Madeley Pet Feb 26 Ord July 12
BROWN, GEORGE HERBERT, Torquay, Book Keeper Exeter Pet July 12 Ord July 12

BUTLER, WILLIAM CROSBIE, Oldham, Lancs, Butcher Oldham Pet July 11 Ord July 11

CHAPMAN, FRANK, Horninghold, Leices, Innkeeper Leicester Pet July 11 Ord July 11

CLEND, WILLIAM, Penryn, Cornwall, Bus Proprietor Truro Pet July 13 Ord July 13

COLLIER, JOHN CHARLES, Shipnal, Salop, Coachbuilder Madeley Pet June 25 Ord July 10

CRAWTHORN, ALFRED, Yorks, Butcher Dewsbury Pet July 12 Ord July 12

DAVIES, THOMAS, Hereford, Cabinet Maker Hereford Pet July 10 Ord July 12

DEAR, THOMAS OLDACRE, Alton, Hamps, Solicitor Winchester Pet May 10 Ord July 11

FELLOWS, GEORGE OVERTON, Wolverhampton, Stonemason Wolverhampton Pet July 9 Ord July 11

FLYNN, MILES, Middlesbrough, Ironworker Middlesbrough Pet July 10 Ord July 10

HALL, CHARLES, Blewbury, Berks, Grocer Oxford Pet July 9 Ord July 9

HARRIS, GEORGE HENRY, Sutton Coldfield, Engineer Birmingham Pet June 13 Ord July 13

HARRISON, FRED CONNITT, and HENRY MURRAY WARBORNE, Warwick lane, Tapestry Manufacturers High Court Pet April 19 Ord July 10

HAYWARD, WILLIAM RALPH, Canon st, Tailor High Court Pet June 14 Ord July 13

HOBBS, ARTHUR REGINALD, Southampton, Tobaccoist Southampton Pet July 5 Ord July 12

HOLBROOK, JOSHUA, St George, Glas, Boot Manufacturer Bristol Pet July 1 Ord July 11

HOPPS, WILLIAM JOHN, Long Eaton, Mineral Water Manufacturer Derby Pet July 11 Ord July 12

HUALSTON, PHILIP WALPOLE, Boscombe, General Dealer Poole Pet July 12 Ord July 12

LIVESLY, RICHARD THOMAS, Blackburn, Cotton Manufacturer Blackburn Pet July 11 Ord July 11

LUCAS, JAMES, Darwen, Draper Blackburn Pet July 13 Ord July 13

MALLESFORD, TOM, and THOMAS MANLEY, Bradford, Attorneys Bradford Pet July 13 Ord July 13

MILNE, SAMUEL LEONARD, Sarsfield rd, Balham High Court Pet May 31 Ord July 10

MOODY, CHARLES BOUCHER, Grosvenor tree, Cambrel High Court Pet May 30 Ord July 10

MORGANS, WILLIAM LEWIS, Earl's Ct, Tea Merchant High Court Pet April 27 Ord July 10

NOBLE, ROBERT, Cramlington, Northbrid, Cowkeeper Newcastle on Tyne Pet June 10 Ord July 11

OLLEBY, GEORGE, Rotherham, Mattress Maker Sheffield Pet July 11 Ord July 11

PACKER, JAMES CROSS, Netton, Wiltshire, Farmer Salisbury Pet July 13 Ord July 18

PAGE, BENJAMIN, Birmingham, Provision Merchant Birmingham Pet July 11 Ord July 12

PAGE, WILLIAM, and WILLIAM HENRY JAMES, Birmingham, Old Refiners Birmingham Pet June 28 Ord July 11

PALMER, JOHN HENRY, Acle, Norfolk, Baker Norwich Pet July 10 Ord July 11

PARKER, JOHN, Lighthorne, Warwickshire, Farmer Warwick Pet June 8 Ord July 10

PRICE, CHARLES WILLIAM, Cavendish sq, Stockbroker High Court Pet May 30 Ord July 10

PULLMAN, JOHN THOMAS, Bradford, Yorks, Grocer Bradford Pet July 6 Ord July 11

PAXON, HENRY JAMES, High Holborn, Stationer High Court Pet June 10 Ord July 12

RABBITTS, JAMES WILLIAM, Ringwood, Southampton, Coal Merchant Salisbury Pet July 15 Ord July 12

REKINGTON, SAMUEL LANDSEY MOORE, Earl's court, Tutor High Court July 5 Ord July 12

SANDS, WALTER, Kingston upon Hull, Tailor Kingston upon Hull Pet June 24 Ord July 12

SMITH, CHARLES, Loughborough, Shopkeeper Leicester Pet July 12 Ord July 12

SMITH, GEORGE, Barnsey, Yorks, Beerhouse Keeper Barnsey Pet July 13 Ord July 12

SOUTHWORTH, EDWARD, and THOMAS SOUTHWORTH, Cherry Tree, Blackburn, Farmers Blackburn Pet July 12 Ord July 12

TEAGUE, THOMAS ALFRED, Cornwell, Blacksmith Truro Pet July 10 Ord July 10

THOMPSON, JOHN, Blackwell, nr Darlington, Licensed Victualler Stockton on Tees Pet July 10 Ord July 10

TIPPER, GEORGE, Chichester, Sussex, Whitewash Brighton Pet July 6 Ord July 11

WOOKY, GEORGE, Monmouth, Grocer Newport, Mon Pet July 12 Ord July 12

YATES, JAMES WALKER, and JOHN CLARRISON ROWLANDSON, Manchester, Manufacturer Manchester Pet July 13 Ord July 13

SALES OF ENSUING WEEK.

July 23.—Messrs. BEAN, BURNETT, & ELDRIDGE, at the Mart, Life Policies (see advertisement, this week, p. 3).

July 23.—Messrs. DEDENHAM, TAYLOR, FARMER, & BRIDGEWATER, at the Mart, at 2 p.m., Freehold Estate at

Reigate (see advertisement, June 29, p. 618; also the Lynford Hall Estate, Norfolk (see advertisement, July 6, p. 4).

July 24.—Messrs. EDWIN FOX & ROCHFELD, at the Mart, at 2 p.m., Freehold Estate in Newgate, and Freehold Property at Finchley (see advertisements, this week, p. 4).

July 24.—Messrs. ROBT. W. FULLER, MOON, & FULLER, at the Mart, at 2 p.m., Freehold Building Estate in Surrey (see advertisement, July 6, p. 630).

July 25.—Messrs. MADDOX, SON, & GREEN, at the Mart, at 1.30 p.m., Freehold and Leasehold Properties (see advertisement, this week, p. 4).

July 26.—Messrs. ELLIS & SON, at the Mart, at 2 p.m., Family Residence and Warehouse (see advertisement, this week, p. 3).

July 26.—Mr. ROBERT REID, at the Mart, at 2 p.m., Freehold Ground-vent of the Comedy Theatre (see advertisement, July 6, p. 4).

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Where difficulty is experienced in procuring the Journal with regularity, it is requested that application be made direct to the Publisher.

Subscription, PAYABLE IN ADVANCE, which includes Indexes, Digests, Statutes, and Postage, 52s. WEEKLY REPORTER, in wrapper, 26s.; by Post, 28s. SOLICITORS' JOURNAL, 26s. 6d.; by Post, 28s. 6d. Volumes bound at the office—cloth, 2s. 9d., half law calf, 5s. 6d.

LAW.—Thoroughly competent Conveyancing and Managing Clerk Wanted in the North of England; must be accustomed to do Commercial and Company drafting without supervision; unadmitted man preferred; salary from £250 to £500, according to capacity. Apply, stating age, salary required, and all previous engagements for ten years, and reasons for leaving each place, to A., "Solicitors' Journal" Office, 27, Chancery-lane, W.C.

ORIENT COMPANY'S YACHTING CRUISES by the Steamship "GABORNE," 3,576 tons register, leaving LONDON as under:—

For the NORWAY FIORDS, 3rd August, for 15 days.

For COPENHAGEN, STOCKHOLM, ST. PETERSBURG, the BALTIC CANAL, &c. 27th August for 20 days.

String band, electric light, electric bells, hot and cold baths, high-class cuisine.

Managers: F. Green & Co.; Anderson, Anderson, & Co. Head Offices: Fenchurch-avenue.

For passage apply to the latter firm at 5, Fenchurch-avenue, London, E.C.; or to the West-end Branch Office, 16, Cockspur-street, S.W.

SUN INSURANCE OFFICE. Founded 1710. LAW COURTS BRANCH: 40, CHANCERY LANE, W.C. A. W. COUSINS, District Manager. SUN INSURED in 1894, £293,622,400.

ROBE AND SON, MAKERS.

BY SPECIAL APPOINTMENT To Her Majesty, the Lord Chancellor, the Whole of the Judicial Bench, Corporation of London, &c.

ROBES FOR QUEEN'S COUNSEL AND BARRISTERS. SOLICITORS' GOWNS. Law Wigs and Gowns for Registrars, Town Clerks, and Clerks of the Peace. Corporation Robes, University and Clergy Gowns. ESTABLISHED 1655. 94, CHANCERY LANE, LONDON.

EYRE & SPOTTISWOODE, GOVERNMENT & GENERAL PUBLISHERS.

REGISTRATION ORDER, 1895.—COMPLETE SET OF PRECEPTS, NOTICES, and FORMS Now Ready. Orders should be sent at once. Lists on application.

FINANCIAL STATEMENTS (Parish Councils). Form A, 2d. each, or 1s. 6d. per doz. Form B, 9d. each, or 6s. per doz. Parish Meetings: 2d. each, or 1s. 6d. per doz.

ACTS OF PARLIAMENT (Just Ready).—Corrupt and Illegal Practices Prevention, 1d.; Extradition, 1d.; Factories and Workshops, 4d.; Friendly Societies, 2d.; Judicial Committee Amendment, 1d.; Law of Distress Amendment, 1d.; Mortgagee's Legal Costs, 1d.

A B C GUIDE TO THE POOR LAW.—By a BARRISTER. Cloth, 6d.

"Must prove of value at the present time, when so many persons find themselves guardians for the first time."—Local Government Journal.

"So simple and accurate that guardians would do well to keep a copy in their pockets."—Reynolds.

MODERN LABOUR.—A Review of the Labour Question. By J. STAFFORD RANSOME. Paper, 1s; cloth, 2s.

"If trade unionists and their officials wish to behold themselves through the spectacles of the enemy, they will peruse this volume."—Reynolds.

"Perhaps the most complete exposure of the malignant influence of the New Unionism which has yet appeared."—Liberty Review.

THE MERCHANT SHIPPING ACT, 1894.—With Notes, Appendix, and a Copious Index. By JAMES DUNDAE WHITE, M.A., LL.M., of Trinity College, Cambridge, and of the Inner Temple and South Wales Circuit, Barrister-at-Law. 7s. 6d.

ESTATE DUTY and SUCCESSION DUTY.

The Finance Act, 1894 (37 & 38 Vict. c. 30), so far as it relates to Estate Duty and the Succession Duty, with an Introduction and Notes. By J. E. CRAWFORD MUNRO, of the Inner Temple, Barrister-at-Law. 5s.

"Mr. Munro has produced an excellent book on the subject, clearly arranged, easily intelligible, and exhaustive."—Law Journal.

LONDON: EAST HARDING STREET, E.C.

FOUR PER CENT. DEBENTURES. NATIONAL MORTGAGE and AGENCY COMPANY OF NEW ZEALAND (Limited).

TRUSTEES:

JAMES MACANDREW, Esq. (Chairman The National Bank of New Zealand, Limited).

THOMAS HORNE, Esq., W.S., Edinburgh.

CHAIRMAN—H. B. GRENFELL, Esq.

Capital, £1,000,000, fully subscribed.

Called-up, £300,000. Uncalled, £600,000.

The Company RECEIVES MONEY on Debenture at 4 per cent. for three, five, or seven years, payable half-yearly by Coupons attached to the Bonds.

By the Articles of Association the issue of Debentures is, as heretofore, restricted to the amount of the uncalled capital, but they are now further secured by a Trust Deed, establishing a Preferential charge thereon for the Holders.

Prospectuses and full information may be obtained from the Manager, 5, Great Winchester-street, London.

THE REVERSIONARY INTEREST SOCIETY, LIMITED

(ESTABLISHED 1823).

Purchase Reversionary Interests in Real and Personal Property, and Life Interests, and Life Policies, and Advance Money upon these Securities.—17, King's Arms-yard, Coleman-street, E.C.

REVERSIONARY and LIFE INTERESTS REVENUED or FUNDED PROPERTY or other Securities and Annuities PURCHASED, or Loans or Annuities thereon granted, by the EQUITABLE REVERSIONARY INTEREST SOCIETY (LIMITED), 10, Lancaster-place, Waterloo Bridge, Strand. Established 1825. Capital, £500,000. Interest on Loans may be capitalised.

C. H. CLAYTON, Joint F. H. CLAYTON, Secretaries.

Special Advantages to Private Insurers.

THE IMPERIAL FIRE INSURANCE COMPANY LIMITED. FIRE.

Established 1803.

1, Old Broad-street, E.C., and 22, Pall Mall, S.W. Subscribed Capital, £1,500,000; Paid-up, £300,000. Total Funds over £1,500,000.

E. COCKENS SMITH, General Manager.

PROBATE VALUATIONS

OF

JEWELS AND SILVER PLATE, &c.

SPINK & SON, GOLDSMITHS AND SILVERSMITHS, 17 AND 18, PICCADILLY, W., and at 1 AND 2, GRACECHURCH-STREET, CORNHILL, LONDON, E.C., beg respectfully to announce that they ACCURATELY APPRAISE the above for the LEGAL PROFESSION OR PURCHASE the same for cash if desired. Established 1772.

Under the patronage of H.M. The Queen and H.S.H. Princes Louis Battenberg, K.C.B.

£3,500,000

HAVE BEEN PAID BY THE

RAILWAY PASSENGERS' ASSURANCE COMPANY

(ESTABLISHED 1849)

AS COMPENSATION FOR
RAILWAY ACCIDENTS,
EMPLOYERS' LIABILITY,
ACCIDENTS OF ALL KINDS.
64, CORNHILL, LONDON.

A. VIAN, Secretary.

NATIONAL REVERSIONARY INVESTMENT COMPANY, LIMITED

(Instituted 1837).

For the Purchase of Absolute or Contingent Reversions, Life Interests, and Policies of Assurance on Lives.

Office—63, OLD BROAD STREET, LONDON, E.C.

DIRECTORS:

Chairman—A. P. HEYWOOD LONSDALE Esq.

Bros. EDWARD F. Esq.

POSSONBY, The Hon. H. C. W.

RENDALL, G. A., Esq.

Deputy-Chairman—AUG. W. GADESSEN, Esq.

SCADDING, WALTER, Esq.

TAW, FRED, Esq.

TROTTER, W., Esq.

WILDE, ERNEST J., Esq.

Solicitors—Messrs. ILIFFE, HENLEY, & SWEET, Bedford-row.

Forms for submitting Proposals for Sale may be obtained at the Offices of the Company.
C. F. ATKINSON, SECRETARY.

ESTABLISHED 1851.

BIRKBECK BANK

Southampton-buildings, Chancery-lane, London.

TWO-AND-A-HALF per CENT. INTEREST allowed on DEPOSITS, repayable on demand.
TWO per CENT. on CURRENT ACCOUNTS, on the minimum monthly balances, when not drawn below £100.
STOCKS and SHARES purchased and sold.

SAVINGS DEPARTMENT.

For the encouragement of Thrift the Bank receives small sums on deposit, and allows interest monthly on each completed £1.

BIRKBECK BUILDING SOCIETY.

HOW TO PURCHASE A HOUSE

FOR TWO GUINEAS PER MONTH.

BIRKBECK FREEHOLD LAND SOCIETY.

HOW TO PURCHASE A PLOT OF LAND

FOR FIVE SHILLINGS PER MONTH.

The BIRKBECK ALMANACK, with full particulars, post free.
FRANCIS RAVENSCROFT, Manager.

LONDON GAZETTE (published by authority) and LONDON and COUNTRY ADVERTISEMENT OFFICE—No. 117, CHANCERY LANE, FLEET STREET.

HENRY GREEN, Advertisement Agent, begs to direct the attention of the Legal Profession to the advantages of his long experience of upwards of forty years, in the special insertion of all pro forma notices, &c., and hereby solicits their continued support.—N.B. Forms, Gratis, for Statutory Notices to Creditors and Dissolutions of Partnership, with necessary Declaration. Official stamps for advertisements and file of "London Gazette" kept. By appointment.

TREADWELL & WRIGHT, of Devereux-court, Temple, W.C., Legal and General Shorthand Writers, are carrying on the Business begun by W. TREADWELL in 1845; Typewritten Transcripts; Legal and General Copying in Typewriting at Stationers' Charges; Competent Shorthand Clerks for Emergencies and Arrears.

MADAME TUSSAUD'S EXHIBITION.—Open at 9 a.m. during the Summer Months. Wonderful Additions. Book direct to Baker-street Station. Trains and omnibuses from all parts. Just added:—The King of Spain, Queen of Holland, &c. Richly-arranged Drawing-room Tableau. Magnificent Dresses, Superb Costumes, Costly Belios, Grand Promenade. Delightful music all day. New songs, solos, &c. Special refreshment arrangements. Popular prices. Every convenience and comfort.

MADAME TUSSAUD'S EXHIBITION, Baker-street Station.—Jabez SPENCER BALFOUR. THE LIBERATOR FAILURE. Open at 9 a.m. Trains and omnibuses from all parts. Admission, 1s.; children under 12, 6d. Extra rooms, 6d. MADAME TUSSAUD'S EXHIBITION.

THE COMPANIES ACTS, 1862 TO 1890.



Every requisite under the above Acts supplied on the shortest notice.

The BOOKS and FORMS kept in stock for immediate use.

MEMORANDA and ARTICLES OF ASSOCIATION speedily printed in the proper form for registration and distribution. SHARE CERTIFICATES, DEBENTURES, CHEQUES, &c., engraved and printed. OFFICIAL SEALS designed and executed. No Charge for Sketches.

Solicitors' Account Books.

RICHARD FLINT & CO.,

Stationers, Printers, Engravers, Registration Agents,

49, FLEET-STREET, LONDON, E.C. (corner of Serjeants'-Inn).

Annual and other Returns Stamped and Filed.

TO H.R.H. THE PRINCE OF WALES

BRAND AND CO'S AI SAUCE.

SOUPS, PRESERVED PROVISIONS

POTTED MEATS and YORK and GAME

PIES, also

ESSENCE OF BEEF, BEEF TEA,

TURTLE SOUP, and JELLY, and other

SPECIALITIES for INVALIDS.

CAUTION—BEWARE OF IMITATIONS.

Sole address:

11, LITTLE STAMPOH STREET, MAYFAIR.

TREATMENT OF INEBRIETY.

DALRYMPLE HOME,

RICKMANSWORTH, HERTS.

For Gentlemen, under the Act and privately.

For Terms, &c., apply to

R. WELSH BRANTHWAITHE,

Medical Superintendent.

INEBRIETY, THE MORPHIA HABIT, AND THE ABUSE OF DRUGS.

A PRIVATE HOME.

ESTABLISHED 1884.

For the Treatment and Cure of Ladies of the Upper and Higher Middle Classes suffering from the above. Highly successful results. Consulting Physician: Sir BENJAMIN WARD RICHARDSON, M.D., F.R.C.P. Medical Attendant: Dr. J. ST. T. CLARKE, Leicester.—For terms, &c., apply, Mrs. THOROLD, Principal, Tower House, Leicester.

TREATMENT OF INEBRIETY AND ABUSE OF DRUGS.

HIGH SHOT HOUSE,

ST. MARGARET'S, TWICKENHAM.

For Gentlemen under the Acts and privately. Terms, 2½ to 4 Guineas.

Apply to Medical Superintendent,

F. BROMHEAD, B.A., M.B. (Camb.), M.R.C.S. (Eng.).

INTEMPERANCE.

MELBOURNE HOUSE, LEICESTER.

PRIVATE HOME FOR LADIES.

Medical Attendant—CHAS. J. BOND, F.R.C.S. Eng., L.R.C.P. Lond.

Principal—H. M. RILEY, Assoc. Sec. Study of Inebriety, 30 YEARS' EXPERIENCE.

Excellent Medical References. For terms and particulars apply MISS RILEY, or Lady Superintendent.

LONSDALE PRINTING WORKS,

LONSDALE BUILDINGS, 27, CHANCERY LANE.

ALEXANDER & SHEPHEARD,

PRINTERS and PUBLISHERS.

BOOKS, PAMPHLETS, MAGAZINES,

NEWSPAPERS & PERIODICALS,

And all General and Commercial Work.

Every description of Printing—large or small.

Printers of THE SOLICITORS' JOURNAL Newspaper.

Authors advised with as to Printing and Publishing.

Estimates and all information furnished.

Contracts entered into.

GOLD PEN,

WITH DIAMOND POINT,

Anti-corrosive—Flexible—Durable—Adapting itself to any Handwriting.

Price 6d. each; post-free, 7d.

With White Metal Pocket Holder, complete ... 1s.

Or, with Mordan's Best Silver Pocket Holders—

Fluted Pattern, complete ... 6s. 6d.

Engine-turned Pattern, complete ... 6s. 6d.

Fluted Pattern, Telescope ... 10s. 6d.

Other patterns in great variety.

ALEXANDER & SHEPHEARD,

27, CHANCERY LANE, LONDON.

E,

ent.

ER

E.

and
ghly
MIN
ond-
So.,
ester.

UON.

E,

arms,

Eng.).

ER.

ng.,

ociety.

culars

KS,

XL

RD,

ES,

S,

ork.

ll.

paper.

ing.

itself

l.

... 1a.

So. 6d.

So. 6d.

10s. 6d.

RD,